

Mortgage Modification Program Procedures
United States Bankruptcy Court, District of Columbia
Effective as of _____, 2022

1. **Purpose.** These procedures and forms implement the Mortgage Modification Program Procedures (“MMP”). The MMP is designed to function as a forum for individual debtors to explore mortgage modification options with their lenders for real property in which the debtor has an interest or is obligated on the promissory note or mortgage. The goal of the MMP 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 District of Columbia.
2. **Definitions.** The following definitions shall be applicable to the MMP and the procedures described herein:
 - a. **Debtor:** means any individual debtor in a case filed under Chapter 11, 12, or 13 of the Bankruptcy Code, including joint debtors. Where a debtor is represented by an attorney, the term “Debtor” may mean the debtor’s attorney on behalf of the Debtor individually unless the context requires otherwise.
 - b. **Document Preparation Software:** means a secure online program maintained and operated by the Program Manager that facilitates the preparation of the Initial MMP Package by populating the Standard MMP 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 Lender. The use of the Document Preparation Software ensures that the initial submission to Lender is complete and accurate and should expedite Lender’s review. By requiring its use by the Debtor prior to the filing of the Motion for MMP, the Debtor will signify to the Court and the Lender that the Debtor is prepared to engage in the MMP in good faith and provide the necessary information to the Lender.
 - c. **Initial MMP Package:** means collectively the Standard MMP Documents and all of the forms and supporting documentation that the Lender requires to initiate the assessment of a Debtor’s loss mitigation options. Lender shall be responsible for providing Lender’s Initial MMP Package to the Program Manager as more particularly provided for in Section 7(c)(i).
 - d. **Lender:** means any holder, servicer, or trustee of an eligible loan.
 - e. **MMP Order:** means an Order approving participation in the MMP.
 - f. **MMP Period:** means the time during which the MMP is in effect prior to its expiration or termination by Court order.
 - g. **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 Lender, or both, including but not limited to, loan modification, loan refinance, forbearance, short sale, or surrender of the property in full satisfaction of obligations arising under an eligible loan.
 - h. **Portal:** means a secure online service maintained and operated by the Program Manager that allows MMP 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 Required Parties may obtain access to the Portal in a timely manner, registration on the Portal by any Required Party (including, without limitation, registration by the Lender as provided in Section 7(c)(i)) must be capable of being completed in three (3) business days.

- i. Program Manager: The Program Manager as of the effective date of the MMP is Default Mitigation Management, LLC; provided, however, the Court reserves the right to select a different or additional Program Manager in its sole discretion.
 - j. Required Parties: means (when applicable) Debtor, Debtor's attorney, Lender, Lender's District of Columbia legal counsel, any co-obligor, co-borrower, and third-party obligor. Required parties shall have authority to settle all MMP matters.
 - k. Standard MMP 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. Applicable Verification of Income Documentation
 - iv. Mortgage Assistance Application (Fannie/Freddie)
 - v. IRS Form 4506-T
 - vi. Hardship Letter
 - vii. Dodd-Frank Certification
3. **Eligibility**. To be eligible to participate in the MMP, a Debtor must:
- a. have a case pending under chapter 11, 12, or 13 pending in the United States Bankruptcy Court for the District of Columbia;
 - b. have paid their bankruptcy filing fee in full prior to filing a motion to participate in MMP; and
 - c. be able and willing to pay the fees for the program as well as additional attorney's fees (if the debtor has an attorney who represents the debtor in the mediation). As of June 2022, the document preparation fee is \$60, and the portal submission fee is \$60. As of June 2022, the program management fee is \$600, of which the debtor must pay \$300.
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 MMP to the extent such participation would be consistent with the Trustee's duties under the Bankruptcy Code.
- 5. **Commencement of MMP**. An eligible Debtor or Lender may seek referral to the MMP at any time after the commencement of the bankruptcy case.
 - a. Commencement by Debtor.
 - i. Complete Initial MMP Package. Prior to filing a Motion to Commence MMP, an eligible Debtor shall complete and have ready for submission the Initial MMP Package and pay the non-refundable fee directly to the Document Preparation Software approved vendor.
 - ii. MMP Motion. Upon completion of an eligible Debtor's Initial MMP Package, an eligible Debtor may request the commencement of the MMP by filing a Motion to Commence MMP. The Court may grant the Motion to Commence MMP at its discretion. The Motion to Commence MMP shall be served on the Lender and all other creditors whose claims are secured by liens against the eligible property. A Motion to Commence (substantially in the form of Local Official Form MMP-01 and a proposed MMP Order (substantially in the form of Local Official Form MMP-02) shall be filed with any Motion to Commence.
 - 1. If an order granting or modifying relief from the automatic stay has been entered as to the real property subject to the Motion to Commence MMP, then concurrently with any Motion to Commence MMP, the Debtor must file a motion to reimpose the automatic stay ("Motion to Reimpose"), serve the Motion to Reimpose on the Lender, and notice the Motion to Reimpose for a hearing with the Motion to Commence MMP. If the Motion to Reimpose is not granted, the Debtor shall not be an Eligible Debtor for the MMP.
 - b. Commencement by Lender. Any creditor seeking to commence the MMP must file with the Court and serve on the Debtor (and Debtor's counsel, if any) a Motion to Commence MMP (substantially in the form of Local Official Form MMP-01) and a proposed MMP Order (substantially in the form of Local Official Form MMP-02).
 - c. Notwithstanding the above, an eligible Debtor and/or Lender's participation in the MMP is not approved until entry of the MMP Order.
- 6. **Opportunity to Object**. The deadline for filing an objection to a Motion to Commence MMP is fourteen (14) days from the service of the Motion to Commence MMP, plus three (3) additional days if notice is only by mail or if Lender has not previously filed a notice of appearance. Objections shall identify with specificity the grounds for the objection. If no objection is filed, the right to object may be deemed waived and the Court may enter a MMP Order without further notice or hearing.
- 7. **MMP Participation and Duties**.
 - a. General. Upon the entry of the MMP Order, the following shall apply:

- i. Good Faith Requirement. The Required Parties shall act in good faith throughout the entirety of the MMP 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 dismissal of the MMP and/or sanctions of the MMP after notice and a hearing.
- ii. Deadlines. The Required Parties shall comply with all deadlines set forth in the MMP Order and the MMP; provided any deadlines may be extended by Court order or by stipulation of the parties docketed with the Court.
- iii. Communication through Portal. During the MMP Period, unless otherwise permitted by the Court, all material communications between the Required Parties shall be conducted exclusively through the Portal; provided, however, any litigated matters incidental to the MMP 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). This Rule shall not be deemed to prohibit either communications between counsel or communications not related to the loan modification process.
- iv. 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 MMP shall attend all MMP-related hearings and conferences before the Court.
- v. 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 MMP. After entry of the MMP Order, all pending motions for relief from the automatic stay with respect to real property subject to the MMP shall be continued until after such time that the MMP has concluded.
 - 1. The pendency of the MMP shall constitute good cause and compelling circumstances under 11 U.S.C. § 362(e) to delay the entry of any final decision on a pending motion for relief from stay with respect to real property subject to the MMP.
 - 2. Any lender seeking relief from the automatic stay prior to the conclusion of the MMP shall, in the motion, set forth the reasons why relief is appropriate prior to the conclusion of the MMP.
 - 3. If a relief from stay motion pursuant to § 362(d) is pending when a MMP Order is entered, or if such a motion is filed during the MMP Period, the Court may condition the stay upon fulfillment of the Debtor's obligations under the MMP Order. If the Debtor fails to comply with the Debtor's MMP duties or the MMP Order, the Lender may apply to terminate the MMP. Additionally, unless the Lender specifically objects in writing, it is deemed to consent to a waiver of the deadlines set forth in § 362(e) of the Bankruptcy Code until thirty (30) days after the conclusion of the MMP.

- vi. No Delay. The referral of a case to the MMP 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 MMP, the bankruptcy case shall not be stayed or delayed without further order of the Court.
 - vii. Closing. If Debtor's bankruptcy case is otherwise in a posture for administrative closing, the case shall remain open during the pendency of the MMP, unless otherwise ordered by the Court.
 - viii. Confidential Communications. All communications and information exchanged during the MMP 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 MMP.
 - ix. Request for Hearing. Debtor, Lender, or Program Manager may request a hearing to resolve any dispute that may have arisen in connection with the MMP by filing a motion and scheduling a hearing pursuant to the Court's Local Bankruptcy Rules.
- b. Debtor Duties Upon Commencement of MMP.
- i. Submit Initial MMP Package. Within seven (7) days after entry of a MMP Order or Lender's registration on the MMP Portal, whichever occurs later, Debtor shall upload to the Portal: (i) Debtor's Initial MMP Package and (ii) a copy of the MMP Order.
 - ii. Payment of Portal and MMP Fee. Within seven (7) days after entry of a MMP Order or Lender's registration on the MMP 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 MMP fee (\$300.00) directly to the Program Manager.
 - iii. Adequate Protection Payments. Upon the entry of the MMP Order, unless otherwise ordered by the Court, Debtor shall make adequate protection payments to the Lender in an amount that is no less than 80% of the pre-petition principal and interest payment. If the Lender objects to the amount of the adequate protection payment, then after adequate notice the Court shall hold a hearing to consider the objection. If the Debtor is required to direct adequate protection payments to a different address than the Debtor utilized prior to the filing of the bankruptcy case, the Lender shall promptly advise the Debtor of the correct address and any other requirements to ensure the proper posting and processing of the payments. In chapter 13 cases, the Debtor immediately shall file a motion and proposed order requesting the Court to authorize the Debtor to make payments to the specified payee at the specified address.

- iv. Document Submissions. Upon the request of Lender through the Portal, Debtor shall promptly provide any additional documents requested by Lender or Program Manager and/or answer any questions.
- c. Lender Duties Upon Commencement of MMP.
 - i. Registration on Portal. If not already registered, within fourteen (14) days after entry of the MMP Order, Lender and Lender's District of Columbia counsel (if any) shall register on the Portal and provide Lender's most current Initial MMP Package to the Program Manager, who will promptly post same on the Portal. Registration on the Portal is a one-time event, and once Lender and Lender's District of Columbia counsel (if any) are registered on the Portal, they will not have to re-register for each subsequent matter; however, Lender is responsible for providing any updates to Lender's Initial MMP Package if and as necessary.
 - ii. Acknowledge Receipt of Initial MMP Package. Within seven (7) days after Debtor submits Debtor's completed Initial MMP Package to Lender on the Portal, Lender shall on the Portal: (i) acknowledge receipt of Debtor's completed Initial MMP 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 MMP Period.
 - iii. Payment of MMP Fee. Within seven (7) days after Debtor submits Debtor's completed Initial MMP Package, Lender shall also pay one-half (1/2) of the applicable non-refundable MMP fee (\$300.00) directly to the Program Manager. In the event that the Program Manager fee is not paid through the Portal online payment system, Lender shall pay an additional \$25 processing fee to the Program Manager.
 - iv. Process Debtor's Application. Upon receipt of Debtor's Initial MMP Package, Lender shall promptly review Debtor's Initial MMP Package to determine Debtor's eligibility for any loss mitigation options which may be available to Debtor. In the event that Lender shall require additional (or corrected) documentation, Lender 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 Lender transfers a loan subject to the MMP, if not already registered, within fourteen (14) days after transfer of a loan subject to the MMP, Lender and Lender's District of Columbia counsel (if any) shall register on the Portal. Lender shall promptly provide a copy of the MMP Order to the new holder of the loan (the "Successor Lender"), and the Successor Lender shall be obligated to comply with all terms of the MMP Order and these MMP procedures. Without limiting the generality of the foregoing, Successor Lender shall accept all documentation and information previously accepted by the original Lender. Further, Lender shall file an Notice Substituting MMP Lender (substantially in the form of

Local Official Form MMP-03) and transfer the submission on the Portal to the Successor Lender; provided, however, nothing herein shall prevent the Debtor or Program Manager from doing so in lieu of Lender.

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. MMP and System Education. Program Manager shall be familiar with the rules and procedures of this MMP 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 MMP as well as where Debtors and Lender 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 Lender to ensure that each party is performing its obligations and duties as required by the MMP including without limitation:
 1. Confirming that the Debtor has provided the correct Initial Package;
 2. Facilitating the communication and document exchanges between Lender and Debtor to ensure that the loss mitigation review is proceeding in accordance with the terms and deadlines of the MMP;
 3. Tracking and monitoring the deadlines for each party;
 4. Preparing for, scheduling, and conducting MMP Conferences; and
 5. Reporting to the Court any non-compliance with the terms of the MMP 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 in form substantially similar to Local Official Form MMP-04. 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 Lender 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 Lender.

8. MMP Process.

a. Duration.

- i. Initial Duration. The MMP Period initially shall be one hundred twenty (120) days from the date of the MMP Order unless otherwise specified in the MMP Order.
- ii. Extension. A request to extend the MMP Period shall be made by way of a Motion to Extend the MMP Period (substantially in the form of Local Official Form MMP-05). A proposed order (substantially in the form of Local Official Form MMP-06) and a complete and current printout of the account history from the Portal shall be attached to the Motion. A request to extend the MMP shall be served on all Required Parties. The deadline for objecting to a request to extend the MMP is fourteen (14) days from the service of the motion, plus three (3) additional days if the service is only by mail. 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 MMP Period prior to its expiration shall be made by way of a Motion to Terminate the MMP (substantially in the form of Local Official Form MMP-07). A proposed order (substantially in the form of Local Official Form MMP-08) and a complete and current printout of the account history from the Portal shall be attached to the Motion. A request to terminate the MMP shall be served on all Required Parties. The deadline for objecting to a request to terminate the MMP is fourteen (14) days from the service of the motion, plus three (3) additional days if service is only by mail. 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. MMP Conferences.

- i. Scheduling. In the event that Debtor and Lender 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 MMP Conference and shall give the parties at least seven (7) days advance written notice of the date and time of the MMP Conference. The Program Manager shall report the scheduling of the MMP Conference on the Portal. Program Manager may (in its sole discretion) schedule multiple MMP Conferences.
- ii. Appearances. Attendance at the MMP Conference is mandatory. All Required Parties shall appear at the MMP Conference virtually 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 MMP Conference by videoconference.

2. Translator. Debtor shall provide a foreign language interpreter (if necessary) at Debtor's own expense.
 3. Lender. Lender shall appoint a designated representative to appear on behalf of the Lender.
 4. Settlement Authority. All parties attending the MMP Conference shall be ready, willing, and able to sign a binding settlement agreement at the MMP Conference and have the ability to scan, send and receive documents by facsimile, email or other electronic means at the time of the MMP Conference.
- iii. Failure to Appear. In the event that a Required Party fails to appear at a scheduled MMP Conference, Program Manager may file a Certificate of Non-Compliance with the Court in form substantially similar to Form Local Official Form MMP-04. The Court reserves the right to treat such non-compliance as a failure to act in good faith under the MMP.

9. **MMP Completion**.

- a. Trial Loan Modification Agreement. If the parties reach a trial loan modification agreement, but not a final loan modification agreement, then within fourteen (14) days after the parties reach such agreement, Debtor shall file a Motion to Approve Trial Loan Modification Agreement (substantially in the form of Local Official Form MMP-09) and submit to the Court a proposed Order Granting Motion to Approve Trial Loan Modification Agreement (substantially in the form of Local Official Form MMP-10). The Court may grant such relief on an *ex parte* basis.
- 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 Agreement (substantially in the form of Local Official Form MMP-11) and submit to the Court a proposed Order Granting Motion to Authorize the Loan Modification Agreement (substantially in the form of Local Official Form MMP-12), which shall be served immediately 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. 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 fourteen (14) 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 fourteen (14) 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 MMP.
- ii. Consent. Consent to the resolution shall be acknowledged in writing by an authorized representative of the Lender, the Debtor, and the Debtor's attorney, if applicable.
- iii. Court Review and Approval. MMP participants shall seek the Court's authorization to enter into any agreement reached during the MMP 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. 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 Lender shall extend an offer to enter into a final loan modification agreement within fourteen (14) days of receipt of the last interim payment.

10. MMP 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 MMP process and shall file an application for either (i) allowance of attorney fees and costs with the Court on an hourly basis, **or (ii) a presumptively reasonable fee not to exceed \$2,000, to be paid as an administrative expense.** These fees and costs are in addition to those fees and costs incurred in the representation of Debtor in the bankruptcy case. The presumptively reasonable fee shall include:
 - Filing of the Motion and Order;
 - Preparation of the Initial MMP Package
 - Preparation of any additional forms which may be required throughout the MMP
 - Submission of all documentation through the Portal
 - Filing of other required pleadings and preparation of proposed orders and settlement papers, as applicable;
 - Communicating with Lender and Program Manager, including communications through the Portal;
 - Attendance at MMP Conferences and Court hearings; and
 - Review of all modified loan documents.

- b. Lender Fees. If a proposed MMP resolution provides for a Lender to receive payment or reimbursement of any fee, cost or charge that arose from the MMP process, all such fees, costs and charges shall be disclosed to the Debtor prior to approval of the resolution. Counsel for the Lender may be entitled to receive a reasonable fee for all work involved with the MMP and shall clearly delineate such fee in the MMP resolution or by amended proof of claim.

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF COLUMBIA**

In re:

Debtor(s).

Case No. _____-ELG

Chapter ____

**MOTION TO COMMENCE PARTICIPATION
IN MORTGAGE MODIFICATION PROGRAM**

The above-captioned Debtor(s) hereby file this Motion to Commence Participation in the Mortgage Modification Program under Local Rule 6004-3 and request the Court to enter an Order Granting Debtor(s) Motion to Commence the Mortgage Modification Program (“MMP”)¹ referring Debtor(s) and _____ (“Lender”) to the MMP. In support thereof, the Debtor states as follows:

I. ELIGIBILITY TO ENTER THE MORTGAGE MODIFICATION PROGRAM

1. On _____, Debtor(s) filed for petition under chapter ____ of the Bankruptcy Code.²
2. The Debtor(s) paid the applicable Document Preparation Software fee on or about _____.
3. The Debtor(s) has the ability to pay the applicable Portal Submission Fee and one half of the Program Manager’s Fee upon entry of the attached proposed order.
4. The Debtor(s) has paid the bankruptcy filing fee in full.

II. PROPERTY AND CREDITOR INFORMATION

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

Street Address: _____

Lender: _____

Lender Address: _____

Last 4 of Account Number: _____

¹ Terms not defined herein shall have the meaning ascribed to them in the Mortgage Modification Program Procedures adopted pursuant to Local Bankruptcy Rule 6004-3.

² 11 U.S.C. §§ 101-1532.

6. The Property is:
____ Debtor(s)' Primary Residence.
____ Not Debtor(s)' Primary Residence.
7. The Debtor(s) represents that the property ____ has ____ has not been listed for sale.
8. a. If listed for sale, is the property still listed for sale? ____ Yes ____ No
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)
9. If applicable, Debtor(s) has filed with this Motion the "Third-Party Consent to Attend and Participate in Mortgage Modification Program" (Local Official Form MMP-01A) signed by each co-obligor/co-borrower/third party listed above. ____ Yes ____ No
10. Debtor(s) ____ has ____ has not previously sought the MMP or similar state court program(s) for the subject property.
If yes:
Case number: _____
How many times? _____
When was each prior MMP or mediation referral order entered?
Date(s) _____
What was the outcome of each prior MMP session?

11. Debtor(s) ____ has ____ has not previously received a loan modification agreement from Lender? If yes, effective date of prior loan modification: _____

12. Debtor(s) request Lender to consider the following options:

- a. _____ Loan modification
- b. _____ Refinance
- c. _____ Deed in Lieu of Foreclosure
- d. _____ Short Sale
- e. _____ Other: _____

III. CERTIFICATIONS

13. The Debtor(s) has prepared the Initial MMP Package utilizing the court-approved Document Preparation Software, including collecting the necessary supporting documents required for submission to Lender, and has paid the Document Preparation Software Fee. The Debtor(s)' completed Certification of Mortgage Modification Program Eligibility and Readiness is attached hereto.

14. The Debtor(s) propose an adequate protection payment of \$_____ to Lender throughout the pendency of the MMP. The Debtor(s) will be the disbursing agent for the adequate protection payment.

15. Within seven (7) days after the entry of an Order Granting this motion, 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 Order referring this case to the MMP.

IV. MISCELLANEOUS PROVISIONS

16. All parties to this MMP shall be required to follow the MMP procedures.

17. If Debtor(s) is represented by counsel, Debtor(s) consent to Lender communicating directly with Debtor Counsel for any and all aspects of the MMP.

18. If Debtor(s) is not represented by counsel, Debtor(s) may be contacted at the following phone number(s) and email address:

Phone 1: _____

Phone 2: _____

Email: _____

19. If the instant bankruptcy case is dismissed or otherwise removed from the United States Bankruptcy Court for the District of Columbia prior to Debtor(s)' completion of the MMP, the MMP proceedings in the case will immediately terminate and the parties will be relieved of their requirements of the MMP procedures.

WHEREFORE, Debtor(s) requests that this Motion be granted and for such other and further relief as this Court deems proper.

Dated:	_____ Signature of attorney/pro se party
	_____ Name, Bar Number (if applicable)
	_____ Firm (if applicable)
	_____ Address
	_____ Address
	_____ Telephone
	_____ Email Address

Certificate of Service

I hereby certify that on ____ of ___, 202__, a true and correct copy of the foregoing pleading was served via _____ on _____.

Dated:	_____ Signature of attorney/pro se party
	_____ Name, Bar Number (if applicable)
	_____ Firm (if applicable)
	_____ Address
	_____ Address
	_____ Telephone
	_____ Email Address

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF COLUMBIA**

In re:

Debtor(s).

Case No. _____ **-ELG**

Chapter ____

**THIRD PARTY CONSENT TO ATTEND AND
PARTICIPATE IN MORTGAGE MODIFICATION PROGRAM**

The undersigned, _____, consents to participate in the Mortgage Modification Program ("MMP")¹ and attend all conferences for the real property located at:

In support of this consent, I represent 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, specifically _____
3. I am willing to enter into a binding mortgage modification agreement with the Lender 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 the MMP 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 MMP 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 the MMP is confidential.

¹ Terms not defined herein shall have the meaning ascribed to them in the Mortgage Modification Program Procedures adopted pursuant to Local Bankruptcy Rule 6004-3.

Local Official Form MMP-01A

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

Printed Name

Signature

Date: _____

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF COLUMBIA**

In re:

Debtor(s).

Case No. _____ **-ELG**

Chapter ____

**ORDER ON MOTION TO COMMENCE
THE MORTGAGE MODIFICATION PROGRAM**

Before the Court is the above-captioned Debtor(s)' Motion to Commence Participation in the Mortgage Modification Program¹ (the "Motion"). In the Motion, the Debtor(s) certified that they are eligible to participate in the MMP, have completed the Initial MMP Package using the court-approved Document Preparation Software, paid the Document Preparation Software Fee, and collected the supporting documentation required for submission to _____ ("Lender") for review through the Portal. Upon review of the Motion and the attached Certification; and finding that service thereof was proper, that the Debtor(s) are Eligible Debtors, and that the relief sought in the Motion is in the best interest of the Debtor(s) and the estate, it is hereby ORDERED:

1. The Motion to Commence the Mortgage Modification Program ("MMP") is GRANTED. The MMP Period shall be one hundred twenty (120) days from entry of this Order. Absent further order of the Court, the MMP proceedings in this case will terminate upon expiration of the MMP Period.

2. The Debtor(s) and Lender are required to participate in the Mortgage Modification Program in accordance with the Mortgage Modification Program Procedures (the "MMP Procedures") under Local Bankruptcy Rule 6004-3 which can be found at the Court's website at <https://www.dcb.uscourts.gov/> _____. The Debtor, Lender, Program Manager, and other parties (as applicable) are subject to the Duties, Responsibilities, and Timelines which are incorporated herein by reference.

3. The Automatic Stay is hereby modified to the extent necessary to facilitate the MMP as more fully set forth in the MMP Procedures.

4. During the MMP Period, if Debtor(s) is represented by counsel, and upon the Debtor(s) consent, the Lender may communicate directly with Debtor's Counsel for any and all aspects of the MMP.

5. The Debtor(s) shall immediately serve a copy of this Order on all parties to the MMP and shall file a Certificate of Service with the Court evidencing these parties were properly

¹ Terms not defined herein shall have the meaning ascribed to them in the Mortgage Modification Program Procedures adopted pursuant to Local Bankruptcy Rule 6004-3.

served. Service shall be by regular U.S. Mail, electronic service, or email, if the party's email address is known.

6. If this chapter __ case is dismissed, converted, or otherwise removed from the United States Bankruptcy Court for the District of Columbia prior to Debtor(s)' completion of the MMP, the MMP proceedings in the case will terminate and the parties will be relieved of the requirement of the MMP Procedures.

[Signed and dated above.]

Copies to: Debtor; Lender; Parties who receive electronic notice.

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF COLUMBIA**

In re:

Debtor(s).

Case No. _____ **-ELG**

Chapter ____

NOTICE SUBSTITUTING MMP LENDER

_____ (“Initial Lender”) hereby files this Notice Substituting MMP Lender, and in support thereof, states the following:

1. Debtor(s) entered into the Mortgage Modification Program (hereinafter “MMP”)¹ by order of this Court dated _____.
2. Initial Lender was the assigned servicer of the eligible loan at the time the MMP Order was entered.
3. Servicing of the eligible loan has subsequently been transferred and assigned to _____ (“Successor Lender”), whose information is as follows:

Name: _____

Notice Address: _____

Payment Address: _____

Loan Identifier: _____

4. Initial Lender has provided a copy of the LMM Order to the Successor Lender.
5. The Successor Lender is responsible for the completion of all of the Mortgage Modification Program duties, responsibilities and obligations as described in the Mortgage Modification Program Procedures. The Successor Lender is obligated to accept all documentation submitted by the MMP Parties to the Initial Lender to date.
6. The Successor Lender hereby has fourteen (14) days to register on the Portal from the filing of this Notice if they are not already registered. The Initial Lender shall transfer the submission on the Portal to the Successor Lender within seven (7) days of their registration.
7. The Notice Substituting Servicer is being uploaded to the Portal contemporaneously with the filing of this Notice with the Court.

¹ Terms not defined herein shall have the meaning ascribed to them in the Mortgage Modification Program Procedures adopted pursuant to Local Bankruptcy Rule 6004-3.

Dated:	_____ Signature of attorney/pro se party
	_____ Name, Bar Number (if applicable)
	_____ Firm (if applicable)
	_____ Address
	_____ Address
	_____ Telephone
	_____ Email Address

Certificate of Service

I hereby certify that on ____ of ___, 202_, a true and correct copy of the foregoing pleading was served via ____ on _____.

Dated:	_____ Signature of attorney/pro se party
	_____ Name, Bar Number (if applicable)
	_____ Firm (if applicable)
	_____ Address
	_____ Address
	_____ Telephone
	_____ Email Address

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF COLUMBIA**

In re:

Debtor(s).

Case No. _____ **-ELG**

Chapter ____

CERTIFICATE OF NONCOMPLIANCE IN MORTGAGE MODIFICATION PROGRAM

On _____, the MMP Order¹ was entered in the above-captioned case approving the above-captioned Debtor(s)' participation in the Court's MMP. The Program Manager hereby gives notice to the court that _____ has failed to cooperate or perform its obligations as determined by the Program Manager acting in good faith for the following reasons:

Dated: _____, 20____,

Program Manager

By: _____
(signature)

(printed name)

¹ Terms not defined herein shall have the meaning ascribed to them in the Mortgage Modification Program Procedures adopted pursuant to Local Bankruptcy Rule 6004-3.

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF COLUMBIA**

In re:

Debtor(s).

Case No. _____ **-ELG**

Chapter ____

MOTION TO EXTEND MORTGAGE MODIFICATION PERIOD

_____ hereby requests the Court extend the Mortgage Modification Period in this case, and in support thereof states as follows:

1. On _____, this Court entered an order granting Debtor(s)' Motion to Commence the Mortgage Modification Program (hereinafter "MMP Order")¹.
2. Pursuant to the Mortgage Modification Program Procedures, the MMP Period is to expire one-hundred twenty (120) days after the entry of the MMP Order. In the instant case, the MMP Period is set to expire on _____.
3. For the following reasons, movant requests the Court to extend the MMP Period an additional ____ days: _____.

WHEREFORE, _____ requests that the Court extend the Mortgage Modification Period an additional ____ days, extending the expiration date to _____.

Respectfully submitted,

Dated:

Signature of attorney/pro se party

Name, Bar Number (if applicable)

Firm (if applicable)

Address

Address

Telephone

Email Address

¹ Terms not defined herein shall have the meaning ascribed to them in the Mortgage Modification Program Procedures adopted pursuant to Local Bankruptcy Rule 6004-3.

Certificate of Service

I hereby certify that on ____ of ___, 202_, a true and correct copy of the foregoing pleading
was served via ____ on _____.

Dated:

Signature of attorney/pro se party

Name, Bar Number (if applicable)

Firm (if applicable)

Address

Address

Telephone

Email Address

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF COLUMBIA**

In re:

Debtor.

Case No. _____ **-ELG**

Chapter ____

ORDER EXTENDING MORTGAGE MODIFICATION PERIOD

On _____, the Mortgage Modification Program Order¹ was entered in the above-captioned case. On _____, the Motion to Extend the Loan Modification Management Period was filed by _____. Upon a review of the Motion to Extend, the Court finds that cause exists to extend the MMP Period in this case.

Therefore it is hereby ORDERED that:

1. _____'s Motion to Extend the MMP Period is GRANTED.
2. The MMP Period in the instant case is hereby extended by ____ days and now expires on _____.

[Signed and dated above.]

Copies to: Debtor; parties who receive electronic notifications.

¹ Terms not defined herein shall have the meaning ascribed to them in the Mortgage Modification Program Procedures adopted pursuant to Local Bankruptcy Rule 6004-3.

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF COLUMBIA**

In re:

Debtor(s).

Case No. _____ **-ELG**

Chapter ____

MOTION TO TERMINATE MORTGAGE MODIFICATION PROGRAM

_____ hereby requests that the Court terminate the approval for the above-captioned Debtor(s)' participation in the Mortgage Modification Program¹ in this case, and in support thereof states as follows:

1. On _____, this Court entered an order granting Debtor(s)' Motion to Commence the Mortgage Modification Program (hereinafter "MMP Order").
2. Pursuant to the Mortgage Modification Program Procedures, the MMP Period will expire one-hundred twenty (120) days after the entry of the MMP Order absent further order of the Court. In the instant case, the MMP Period is set to expire on _____.
3. _____ is seeking to immediately terminate the Mortgage Modification Program in the instant case for the following reasons:

Wherefore, _____ requests that the Court immediately terminate the Mortgage Modification Program in the instant case.

Respectfully submitted,

Dated: _____

Signature of attorney/pro se party

Name, Bar Number (if applicable)

Firm (if applicable)

Address

Address

Telephone

Email Address

¹ Terms not defined herein shall have the meaning ascribed to them in the Mortgage Modification Program Procedures adopted pursuant to Local Bankruptcy Rule 6004-3.

Certificate of Service

I hereby certify that on ____ of ___, 202_, a true and correct copy of the foregoing pleading was served via ____ on _____.

Dated:

Signature of attorney/pro se party

Name, Bar Number (if applicable)

Firm (if applicable)

Address

Address

Telephone

Email Address

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF COLUMBIA**

In re:

_____,
Debtor(s).

Case No. _____ **-ELG**

Chapter ____

ORDER TERMINATING MORTGAGE MODIFICATION PROGRAM

On _____, the MMP Order¹ was entered in the above-captioned case. On _____, the Motion to Terminate the Mortgage Modification Program was filed by _____. Upon a review of the Motion to Terminate, the Court finds that cause exists to terminate the Debtor(s)' participation in the MMP. Therefore, it is hereby:

ORDERED that _____'s Motion to Terminate the Mortgage Modification Program is GRANTED and the Mortgage Modification Program in the instant case is terminated immediately.

[Signed and dated above.]

¹ Terms not defined herein shall have the meaning ascribed to them in the Mortgage Modification Program Procedures adopted pursuant to Local Bankruptcy Rule 6004-3.

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF COLUMBIA**

In re:

Debtor.

Case No. _____ **-ELG**

Chapter ____

MOTION TO APPROVE TRIAL LOAN MODIFICATION AGREEMENT

The above-captioned Debtor(s) hereby requests the Court enter an Order approving the Trial Loan Modification Agreement with _____ (“Lender”) and states as follows:

1. This Court referred this matter to the Mortgage Modification Program (“MMP”)¹ on _____ (ECF No. ____).

2. The Debtor and Lender entered into a Trial Loan Modification Agreement on _____ (the “Agreement”).

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

4. In order to facilitate payments required by the Trial Agreement, the Debtor(s) requests that they be authorized to disburse payments to the Lender as follows:

- a. \$ _____ per month for _____ months due on the ____ of the month.
- b. \$ _____ per month for _____ months due on the ____ of the month.
- c. \$ _____ per month for _____ months due on the ____ of the month.

5. 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 Lender.

6. The MMP 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.

7. The Debtor(s) shall make payments as specified in Paragraph 4 above in the following manner:

Payee: _____

Loan Identifier: _____

Mailing Address and/or other acceptable method of payment as follows:

¹ Terms not defined herein shall have the meaning ascribed to them in the Mortgage Modification Program Procedures adopted pursuant to Local Bankruptcy Rule 6004-3.

8. Pursuant to the Agreement and the MMP Procedures, the parties and Program Manager shall monitor the trial loan modification until a final loan modification has been executed by the Lender or the Lender has denied a final loan modification.

9. Access to the Portal shall remain open during the pendency of the trial loan modification.

Wherefore, the Debtor(s) request the Motion to Approve Trial Loan Modification Agreement be granted and for such other and further relief as this Court deems just and proper.

Dated:	Signature of attorney/pro se party
	Name, Bar Number (if applicable)
	Firm (if applicable)
	Address
	Address
	Telephone
	Email Address

Certificate of Service

I hereby certify that on ___ of ___, 202_, a true and correct copy of the foregoing pleading was served via _____ on _____.

Dated:	Signature of attorney/pro se party
	Name, Bar Number (if applicable)
	Firm (if applicable)
	Address
	Address
	Telephone
	Email Address

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF COLUMBIA**

In re:

Debtor.

Case No. _____ **-ELG**

Chapter ____

ORDER APPROVING TRIAL LOAN MODIFICATION AGREEMENT

The Court having reviewed the Debtor(s)' ex parte Motion to Approve Trial Loan Modification Agreement¹ on _____, it is HEREBY ADJUDGED, ORDERED, and DECREED that:

1. The Debtor(s)' Motion to Approve Trial Loan Modification Agreement is GRANTED.

2. The Debtor(s) and the Lender are authorized to execute any and all documents necessary to effectuate and implement the terms of the trial loan modification agreement.

3. The Debtor(s) is authorized to disburse payments to the Lender as follows:
- a. \$ _____ per month for _____ months due on the ____ of the month.
 - b. \$ _____ per month for _____ months due on the ____ of the month.
 - c. \$ _____ per month for _____ months due on the ____ of the month.

4. The Debtor(s) shall disburse the trial loan modification payments to the Lender 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 Lender.

5. The Debtor(s) shall make the payments payable to _____ and mailed to _____ and/or made pursuant to the following alternative methods of payment: _____. The last four digits of the account number or other unique identifier for these trial payments is _____.

6. The MMP Period is hereby extended sixty (60) days from the date of the final trial loan modification payment to allow time for a final determination to be reached.

7. Pursuant to the Trial Loan Modification Agreement and the MMP procedures, the parties and Program Manager shall monitor the trial loan modification until a final loan modification has been executed by the Lender or the Lender has denied a final loan modification.

8. Access to the Portal shall remain open during the pendency of the trial loan modification.

¹ Terms not defined herein shall have the meaning ascribed to them in the Mortgage Modification Program Procedures adopted pursuant to Local Bankruptcy Rule 6004-3.

9. If the parties subsequently enter into a Final Loan Modification Agreement, a separate Motion to Approve Final Loan Modification Agreement (Form #_____) must be filed with the Court.

[Signed and dated above.]

Copies to: Debtor; parties who receive electronic notifications.

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF COLUMBIA**

In re:

Debtor.

Case No. _____ **-ELG**

Chapter ____

MOTION TO APPROVE FINAL LOAN MODIFICATION AGREEMENT

The above-captioned Debtor(s) hereby request the Court enter an Order approving the Mortgage Modification Agreement with _____ (“Lender”) and states as follows:

1. The Court referred this matter to the Mortgage Modification Program (“MMP”)¹ 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. a. The terms of the final loan modification are summarized as follows:

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

b. If the modified loan total payment is higher than the original loan total payment, the source(s) of fund used to make the higher payments is/are: _____.

c. If the modified loan total payment is lower than the original loan total payment, the amount of future plan payments _____ will _____ will not be increased.

d. The monthly principal & interest payment _____ is _____ is not scheduled to change within five years after the modification as set forth in the final loan modification agreement.

e. The final agreement:

i. _____ Does _____ Does not incorporate pre-petition arrears.

ii. _____ Does _____ Does not incorporate post-petition arrears.

¹ Terms not defined herein shall have the meaning ascribed to them in the Mortgage Modification Program Procedures adopted pursuant to Local Bankruptcy Rule 6004-3.

iii. _____ Does _____ Does not incorporate post-petition fees, expenses, or charges under Federal Rule of Bankruptcy Procedure 3002.1(c).

iv. _____ Does _____ Does not include a balloon payment. If yes, the terms of the balloon payment are: _____.

f. The effective date of the modification is _____.

4. Pursuant to the Final Loan Modification Agreement, the Lender 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 MMP 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.

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

Dated:

Signature of attorney/pro se party

Name, Bar Number (if applicable)

Firm (if applicable)

Address

Address

Telephone

Email Address

Certificate of Service

I hereby certify that on ____ of ___, 202_, a true and correct copy of the foregoing pleading was served via ____ on _____.

Dated:

Signature of attorney/pro se party

Name, Bar Number (if applicable)

Firm (if applicable)

Address

Address

Telephone

Email Address

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF COLUMBIA**

In re:

Debtor(s).

Case No. _____ **-ELG**

Chapter ____

ORDER APPROVING FINAL LOAN MODIFICATION AGREEMENT

The Court having reviewed the Debtor(s)' Motion to Approve Final Loan Modification Agreement¹ on _____ (the "Motion") (ECF No. ____) and the proposed loan modification agreement attached thereto (the "Agreement"); and it appearing that service of the Motion was proper; and finding that the relief sought therein is in the best interest of the Debtor(s) and the estate, it is hereby ORDERED:

1. The Debtor(s)' Motion to Approve Final Loan Modification Agreement is GRANTED.

2. The Debtor(s) are authorized to execute all documents reasonably necessary to complete the transaction contemplated by the Agreement.

3. The effective date of the Agreement is _____ (the "Effective Date").

4. The terms of any confirmed plan in this case are not hereby modified, except that the chapter 13 trustee is directed to suspend all payments on any proof of claim for mortgage arrears filed by the Lender related to Mortgage as of the Effective Date. Upon final approval of the Agreement, the chapter 13 trustee shall cease disbursements on the pre-petition arrears claim and the pre-petition arrears claim shall be reduced to the amount paid as of the Effective Date.

5. The Creditor shall draft all documents required by the Agreement, other than pleadings or plan required to be filed in this case.

6. 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.

[Signed and dated above.]

Copies to: Debtor; parties who receive electronic notifications.

¹ Terms not defined herein shall have the meaning ascribed to them in the Mortgage Modification Program Procedures adopted pursuant to Local Bankruptcy Rule 6004-3.