**UNITED STATES BANKRUPTCY COURT**

**DISTRICT OF COLUMBIA**

|  |  |  |  |
| --- | --- | --- | --- |
| **In re:** |  |  | **Case No. -ELG** |
|  |  |  |  |
|  | **,** |  | **Chapter \_\_\_** |
|  | **Debtor.** |  |  |
|  |  |  |  |

**MOTION TO APPROVE FINAL LOAN MODIFICATION AGREEMENT**

The above-captioned Debtor hereby requests that 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]](#footnote-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 |  |  |

1. 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. 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.
3. 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.
4. The final agreement:
   1. \_\_\_\_ Does \_\_\_\_ Does not incorporate pre-petition arrears.
   2. \_\_\_\_ Does \_\_\_\_ Does not incorporate post-petition arrears.
   3. \_\_\_\_ Does \_\_\_\_ Does not incorporate post-petition fees, expenses, or charges under Federal Rule of Bankruptcy Procedure 3002.1(c).
   4. \_\_\_\_ Does \_\_\_\_ Does not include a balloon payment. If yes, the terms of the balloon payment are: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
5. The effective date of the modification is \_\_\_\_\_\_\_\_\_\_\_\_.
6. 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.
7. Pursuant to the Final Loan Modification Agreement and the MMP Procedures, the Debtor 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.

Respectfully submitted,

|  |  |
| --- | --- |
|  |  |
| 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) |

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. [↑](#footnote-ref-1)