**UNITED STATES BANKRUPTCY COURT**

**DISTRICT OF COLUMBIA**

|  |  |  |  |
| --- | --- | --- | --- |
| **In re:** |  |  | **Case No. -ELG** |
|  |  |  |  |
|  |  **,** |  | **Chapter 13** |
|  |  **Debtor(s).** |  |  |
|  |  |  |  |

**CERTIFICATION OF MORTGAGE MODIFICATION**

**PROGRAM ELIGIBILITY AND READINESS**

I am/We are the Debtor(s) in this case and hereby certify that:

1. I/We will participate in the Court’s Mortgage Modification Program (“MMP”)[[1]](#footnote-1) in good faith.
2. I/We understand and agree to the ongoing obligation to promptly provide information and documentation that may be reasonably requested by the creditor whose secured claim I/we seek to modify (the “Lender”) during the MMP process.
3. I/We will make (or cause to be made) adequate protection payments to the Lender in the amount of $\_\_\_\_\_\_\_\_\_\_\_ each month during the MMP period, unless and until otherwise ordered by the court.
4. I/We understand that commencing the MMP is voluntary, and that I/we are not required to enter into any agreement or settlement with any other party, and no other party is required to enter into any agreement or settlement as part of the MMP.
5. I/We understand that I/we are not required to request dismissal of this case as part of any resolution or settlement that is offered or agreed to during the MMP.
6. I/We understand that if I/we do not fully comply with the requirements of the MMP, our participation in the MMP may be terminated.
7. I/We have completed the Document Preparation Software and have paid the non-refundable fee directly to the Document Preparation Software approved vendor. The Initial MMP Package has been completed and ready for signature and submission. Attached is the Certification of Document Preparation I/we received upon completion of the Document Preparation Software.
8. I/We understand and agree that upon issuance of an order approving participation in the MMP, (i) a non-refundable portal fee directly to the approved Portal vendor, and (ii) $300 to the Program Manager (representing one half of the Program Manager fee).
9. Prior to filing the Motion to Commence the Mortgage Modification Program, I/we determined that: (select one):

\_\_\_\_ the Lender is already registered with approved Portal.

\_\_\_\_ the Lender is not registered with the approved Portal.

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

Printed Name Signature

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Printed Name Signature

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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)