

**THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF OHIO**

In Re: ) CHAPTER 13  
          ) CASE NO:  
          )  
DEBTOR(S) ) MARILYN SHEA-STONUM  
              ) BANKRUPTCY JUDGE  
              )  
              ) AGREED ORDER BETWEEN DEBTOR(S)  
              ) AND MORTGAGE LENDER MODIFYING  
              ) THE AUTOMATIC STAY ONLY FOR THE  
              ) LIMITED PURPOSE OF COMPLETING A  
              ) LOAN MODIFICATION  
              )  
              )  
              )  
              )  
              )  
              )

.....  
1. The above Chapter 13 case was filed by \_\_\_\_\_ (the "Debtor(s)") on

2. The Debtor(s)' principal residence ("Home") is located at:

Street Address
City, State, Zip

3. Prior to filing a petition for relief under Chapter 13, the Debtor(s) obtained a loan from \_\_\_\_\_ (the "Mortgage Lender") which was evidenced by a Note in the amount of \$ \_\_\_\_\_ (the "Note"). The obligation under the Note was secured only by a senior lien on the Debtor(s)' Home (the "Mortgage").

4. The Debtor(s) and a duly authorized agent of the Mortgage Lender have been negotiating the terms of a modification of the Note (the "Loan

**CHAPTER 13**  
Keith Rucinski,  
Trustee  
One Cascade Plaza  
Suite 2020  
Akron, Oh 44308  
\_\_\_\_\_  
(330) 762-6335  
Fax  
(330) 762-7072  
Email  
krucinski@chl3akron.com

Modification”).

5. Although the Debtor(s) could not, absent consent from the Mortgage Lender, modify the terms of the Note through confirmation of a Chapter 13 plan, the Debtor(s) and the Mortgage Lender have voluntarily agreed to modify the Note secured by the Debtor(s)' Home.
6. The Chapter 13 Trustee in Akron (the "Trustee") takes no position either in favor or opposition to the Loan Modification. The Trustee's signature on this order only indicates that the Trustee does not oppose the modification of the automatic stay only for the limited purpose of allowing the Debtor(s) and the Mortgage Lender to complete their voluntary Loan Modification.
7. The terms of the Loan Modification offered by the Mortgage Lender and accepted by the Debtor(s) are summarized as follows:

	Current Mortgage	Modified Mortgage
Principal		
Interest rate		
Fixed		
Adjustable		
Term in months		
Last payment due		
Monthly Payment		
Principal		
Insurance		
Property Taxes		
Total monthly payment		

**NOTE: A copy of the Mortgage Lender's offer of this Loan Modification must be attached to this order and the Mortgage Lender's correspondence shall be construed as the Mortgage Lender's consent to this "agreed order" unless an objection is filed within 14 days of the entry of this agreed order on the Court's docket.**

8. The total fee, if any, charged to the Debtor(s) by the Mortgage Lender for the Loan Modification is \_\_\_\_\_.
9. The Debtor(s) must make the first payment on the Loan Modification by not later than \_\_\_\_\_. **Note: If property taxes and homeowners insurance are not included in the modified mortgage payment, these costs must be paid by the Debtor(s) in addition to the modified mortgage payment.**
10. The Debtor(s) shall submit payments under the Loan Modification to the Mortgage Lender at the following address:

ABC Mortgage
123 Main St., Suite 999
Akron, OH 44308
Acct #

11. As of the date of this order, the Debtor(s) is deemed current in monthly mortgage payments as a result of this Loan Modification.
12. The Trustee will cease paying the arrearage claim .

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13. Within 30 days from the date of this order, the Debtor(s) must file an amended Schedule I (income) and an amended Schedule J (expenses) which reflects the monthly payment due under the Loan Modification.
14. Debtor(s) counsel is awarded a "no look fee" in the amount of \$\_\_\_\_\_ with regard to this order, working with the Debtor(s) on the Loan Modification, assessing the status of other liens on the Debtor(s)' Home, and filing amended Schedules I and J.
15. By signing this order, the Debtor(s) consent to the \$\_\_\_\_\_ "no look fee." Said fee should be paid by the Trustee from the funds of this bankruptcy estate.

WHEREFORE, the Court hereby modifies the automatic stay pursuant to 11 U.S.C. § 362 only for the limited purpose of allowing the Debtor(s) and the Mortgage Lender to voluntarily finalize the Loan Modification pursuant to applicable state law. The Mortgage Lender is also authorized to send the Debtor(s) new payment booklets and other material with respect to the Loan Modification.

###

**Submitted and Approved by:**

\_\_\_\_\_  
 Attorney for the Debtor(s)  
 123 Main St. Suite 123  
 Akron, Ohio 44308  
 Phone:  
 Fax:  
 Email:

\_\_\_\_\_  
 Debtor

\_\_\_\_\_  
 Joint Debtor (if applicable)

**Trustee Does Not Oppose the Limited Modification of the Stay**

\_\_\_\_\_  
 Keith L. Rucinski, Chapter 13 Trustee  
 Ohio Reg. No. 0063137  
 Joseph A. Ferrise, Staff Attorney  
 Ohio Reg. No. 0084477  
 One Cascade Plaza, Suite 2020  
 Akron, OH 44308  
 Tel 330.762.6335  
 Fax 330.762.7072  
[krucinski@ch13akron.com](mailto:krucinski@ch13akron.com)  
[jferrise@ch13akron.com](mailto:jferrise@ch13akron.com)

cc: Debtor & Joint Debtor  
 123 Main St.  
 Akron, OH 44308  
 (via Regular Mail)

Mortgage Company (at address on Proof of Claim)  
 123 Main St.  
 Akron, OH 44308

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Keith Rucinski,  
 Trustee  
 One Cascade Plaza  
 Suite 2020  
 Akron, Oh 44308  
 (330) 762-6335  
 Fax  
 (330) 762-7072  
 Email  
 <rucinski@ch13akron.com>

(via Regular Mail)

Mortgage Company (at address on Loan Modification offer)  
123 Main St.  
Akron, OH 44308  
(via Regular Mail)

Debtor's Counsel  
(via ECF)

Keith L. Rucinski, Chapter 13 Trustee  
(via ECF)