

1 NVB 105-11 (Effective 1/17)

2 Attorney \_\_\_\_\_  
 Nevada Bar # \_\_\_\_\_  
 3 Firm Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 4 City, State, Zip \_\_\_\_\_  
 Phone Number \_\_\_\_\_  
 5 Email Address \_\_\_\_\_  
 Pro-se Debtor \_\_\_\_\_

6 **UNITED STATES BANKRUPTCY COURT**  
 7 **DISTRICT OF NEVADA**

8 \* \* \* \* \*

9 In re: ) BK-S-  
 )  
 10 Debtor(s). ) CHAPTER 13  
 )  
 11 ) **MOTION TO APPROVE FINAL LOAN**  
 ) **MODIFICATION AGREEMENT**  
 12 )  
 ) Hearing Date:  
 13 ) Hearing Time:

14 The above-referenced Debtor requests the Court enter an Order approving the Mortgage  
 15 Modification Agreement with \_\_\_\_\_ (“Lender”) and states as follows:

- 16 1. The Court referred this matter to Mortgage Modification Mediation (“MMM”) on  
 17 \_\_\_\_\_ (Docket # \_\_\_\_).
- 18 2. The MMM Mediator filed a Final Report of Mortgage Modification Mediator  
 19 on \_\_\_\_\_ (Docket # \_\_\_\_), reporting the parties reached an agreement.
- 20 3. A copy of the Final Loan Modification Agreement entered into between the parties  
 21 (with all personal identifiers redacted) is attached hereto as **Exhibit A**.
- 22 4. The terms of the final loan modification are summarized as follows:

	Old Loan Terms	New Loan Terms

1	Principal Balance		
2	Interest Rate		
3	Interest Type		
4	Maturity Date		
5	Principal and Interest		
6	Amount		
7	Total Payment (including		
8	escrow, if applicable)		

9  The monthly payment is scheduled to change within five years after the  
10 modification as set forth in the final loan modification agreement.

11 The final agreement  does or  does not incorporate pre-petition arrears.

12 The final agreement  does or  does not incorporate post-petition arrears.

13 The final agreement  does or  does not incorporate post-petition fees,  
14 expenses, or charges under Federal Rule of Bankruptcy Procedure 3002.1(c).

- 15 5. Pursuant to the Agreement, the Lender will draft all documents required by the  
16 Agreement, other than pleadings or plans required to be filed in this case.
- 17 6. Pursuant to the Agreement and the MMM Program Procedures, the Debtor shall  
18 amend or modify the plan, as necessary, to accurately reflect the agreement. Such  
19 amendment or modification shall be filed and served no later than twenty-eight (28)  
20 days of entry of the Order granting the instant motion.
- 21 7. All payments shall be considered timely upon receipt by the Trustee, not upon receipt  
22 by the Lender.
- 23 8. The Trustee may disburse the payment to the Lender until such time as a modified  
24

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

plan is confirmed, or the case is dismissed or converted to another chapter.

WHEREFORE, the Debtor requests the Motion to Approve Final Loan Modification

Agreement with \_\_\_\_\_ (“Lender”) be granted and for such  
other and further relief as this Court deems proper.

Submitted by:

\_\_\_\_\_  
Attorney for Debtor(s)

Dated: \_\_\_\_\_

**EXHIBIT A**

[Attach a copy of the Final Loan Modification Agreement entered into between the parties (with all personal identifiers redacted)].

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24