

1 NVB 105-11 (Effective 3/2021)

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 In re:

BK-  
Chapter 13

9 **MOTION TO APPROVE FINAL LOAN**  
10 **MODIFICATION AGREEMENT**

11 Hearing Date:  
12 Hearing Time:

12 \_\_\_\_\_ Debtor(s).

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

- 15 1. The Court referred this matter to the Mortgage Modification Program (“MMP”) on  
16 \_\_\_\_\_ (Docket # \_\_\_\_).
- 17 2. A copy of the Final Loan Modification Agreement entered into between the parties (with  
18 all personal identifiers redacted) is attached as **Exhibit A**.
- 19 3. The terms of the final loan modification are summarized as follows:

	Old Loan Terms	New Loan Terms
21 Principal Balance		
22 Interest Rate		
23 Interest Type		

1	Maturity Date		
2	Principal and Interest Amount		
3	Total Payment (including escrow if applicable)		
4			

5  The monthly payment is schedule to change within five years after the modification as  
6 set forth in the final loan modification agreement.

7 The final agreement  does or  does not incorporate pre-petition arrear.

8 The final agreement  does or  does not incorporate post-petition arrear.

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

11 4. Pursuant to the Agreement, the Lender will draft all documents required by the  
12 Agreement, other than pleadings or plans required to be filed in this case.

13 5. Pursuant to the Agreement and the MMP Procedures, the Debtor shall amend or modify  
14 the plan, as necessary, to accurately reflect the agreement. Such amendment or  
15 modification shall be filed and served no later than twenty-eight (28) days of entry of the  
16 Order granting the instant motion.

17 6. All payments shall be considered timely upon receipt by the Trustee, not upon receipt by  
18 the Lender.

19 7. The Trustee may disburse the payment to the Lender until such time as a modified plan is  
20 confirmed, or the case is dismissed or converted to another chapter.

21 Wherefore, the Debtor requests the Motion to Approve Final Loan Modification Agreement  
22 with \_\_\_\_\_ (“Lender”) by granted and for such other and further relief  
23 as this Court deems proper.

1 Submitted by:

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\_\_\_\_\_  
Attorney for Debtor(s) or Pro Se Debtor

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

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**Exhibit A**

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

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