

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF VERMONT**

In re:

**CONDUIT MORTGAGE PAYMENTS
IN CHAPTER 13 CASES**

STANDING ORDER # 10-02

In order to enhance the likelihood that debtors will be able to retain their residences, that Mortgage Creditors will be paid in a timely manner, and that Chapter 13 cases filed in this District will succeed, Chapter 13 debtors who are delinquent on their home mortgages on the date they file for bankruptcy relief will henceforth be required to make post-petition mortgage payments through their Chapter 13 plans. This Standing Order is entered to effectuate the new procedure and shall apply to (i) all cases filed under Chapter 13 on or after November 1, 2010, (ii) all cases converted to Chapter 13 on or after November 1, 2010, and (iii) all cases in which the Chapter 13 plan is modified, on or after November 1, 2010, based upon a post-petition payment default.

- (a) **Local Bankruptcy Forms.** This Standing Order requires use of the following local bankruptcy forms: Form Y-1 *Mortgage Creditor Checklist*; Form Y-2 *Notice of Conduit Mortgage Payment and Authorization to Release Information to the Trustee*; Form Y-3 *Mortgage Proof of Claim Attachment*; Form Y-4 *Notice of Mortgage Payment Change*; Form Y-5 *Model Mortgage Payment History*; Form Y-6 *Notice of Transfer of Claim (Other than for Security)*; and Form Y-7 *Notice of Post-Petition Mortgage Fees, Expenses and Charges*. All of these forms are available on the Court's website: www.vtb.uscourts.gov. Use of the Local Bankruptcy Forms is required, with the exception that if a Mortgage Creditor is already using forms that substantially conform to the Local Bankruptcy Forms, and provide all of the information on the Local Bankruptcy Forms, the Mortgage Creditor may use its own forms unless and until the Court orders otherwise.
- (b) **Definitions.** For the purposes of this Standing Order, the following terms have the following meanings:
- (1) The "Administrative Arrearage" is the sum of the first two post-petition Regular Monthly Mortgage Payments due under the note, which the Trustee pays with the Pre-Petition Mortgage Arrearage pursuant to the terms of this Standing Order.
 - (2) A "Conduit Mortgage Payment" is the Regular Monthly Mortgage Payment the debtor is obligated to pay to the Mortgage Creditor post-petition, which the Trustee disburses pursuant to the terms of this Standing Order.
 - (3) The debtor is "Delinquent" when he or she owes the Mortgage Creditor any past due payments or other charges as of the Filing Date. This term does not include a failure to make Regular Monthly Mortgage Payments that came due subsequent to the Filing Date.
 - (4) The "Filing Date" is the date the case was filed under or converted to Chapter 13.
 - (5) A "Mortgage Creditor" is the entity entitled to enforce an allowed claim secured by a properly perfected mortgage on the debtor's residential real property, or the servicer for that entity, whichever files a proof of claim for the mortgage debt. (Wherever this Standing Order refers to notice on the Mortgage Creditor, or requires the Mortgage Creditor to file a document, that reference is to the Mortgage Creditor's attorney.)

- (6) The “Plan Completion Date” is the date on which the debtor fulfilled the debtor’s obligations under the Chapter 13 plan, as identified by the Trustee, or as determined by the Court in the event of a dispute.
 - (7) The “Post-Petition Mortgage Arrearage” is the sum of past due Regular Monthly Mortgage Payments the debtor owes to a Mortgage Creditor post-petition, excluding the first two post-petition Regular Monthly Mortgage Payments (which are treated as the Administrative Arrearage).
 - (8) The “Pre-Petition Mortgage Arrearage” is the sum of Regular Monthly Mortgage Payments the debtor owes to a Mortgage Creditor that came due prior to the Filing Date, without regard to any grace period that expires post-petition.
 - (9) A “Regular Monthly Mortgage Payment” is the sum of the principal, interest, taxes, insurance, administrative fees, and any other charges properly escrowed, charged, or assessed under a note secured by a properly perfected mortgage on the debtor’s residential real property, which is due each month.
 - (10) The “Trustee” is the standing Chapter 13 Trustee for the District of Vermont.
 - (11) The “Trustee’s Mortgage Payment Accounting” is a complete history of the Trustee’s receipt of payments from the debtor and disbursement of checks to the Mortgage Creditor, with the disbursements showing separate entries for the Conduit Mortgage Payments and Pre-Petition Mortgage Arrearage components.
 - (12) A “Waiver Order” is an order entered by this Court that waives the requirement to make Conduit Mortgage Payments to the Mortgage Creditor through the Chapter 13 plan.
- (c) **Post-Petition Mortgage Payments.** A debtor shall be required to make Conduit Mortgage Payments as follows:
- (1) When the debtor is not Delinquent.
 - (A) Except as provided in subparagraphs (c)(1)(C) and (D) of this Standing Order, a debtor who is not Delinquent is not required to make Conduit Mortgage Payments.
 - (B) A debtor who is not Delinquent may elect to make Conduit Mortgage Payments as outlined in this Standing Order, by specifying this in a chapter 13 plan.
 - (C) If (i) a debtor has been making Regular Monthly Mortgage Payments directly to a Mortgage Creditor post-petition pursuant to subparagraph (c)(1)(A) of this Standing Order, (ii) the Mortgage Creditor files a motion for relief from stay based at least in part upon the debtor’s post-petition default in Regular Monthly Mortgage Payments, (iii) the Court finds the debtor is in default on those payments, and (iv) the outcome of the motion for relief from stay is the Court’s entry of an order that either allows the debtor to retain the real property that secures the Mortgage Creditor’s claim and conditionally maintains the automatic stay, or denies the motion for relief from stay based upon the debtor’s election to make Conduit Mortgage Payments, then the Mortgage Creditor shall include in its proposed order provisions directing the debtor to make Conduit Mortgage Payments commencing with the first Regular Monthly Mortgage Payment due date following entry of the order, requiring the debtor to increase the amount of the monthly plan payments to an amount sufficient to pay the increased plan payment including the Conduit

Mortgage Payment, and directing the debtor to comply with all applicable provisions of this Standing Order.

- (D) If (i) a debtor has been making Regular Monthly Mortgage Payments directly to a Mortgage Creditor post-petition pursuant to subparagraph (c)(1)(A) of this Standing Order, and (ii) the debtor files a motion to modify the Chapter 13 plan based upon a post-petition default in Regular Monthly Mortgage Payments, the motion and corresponding order shall reflect that the debtor shall make Conduit Mortgage Payments commencing with the first Regular Monthly Mortgage Payment due date following entry of the order granting modification of the plan, and the debtor shall increase the monthly plan payment accordingly.

(2) When the debtor is Delinquent.

- (A) Except as provided in subparagraph (c)(2)(B) of this Standing Order, a debtor who is Delinquent is required to make Conduit Mortgage Payments.

- (B) A debtor who is Delinquent may obtain a Waiver Order only upon a showing of cause, based upon exigent circumstances.

- (i) The additional cost associated with the Trustee's fee on the Conduit Mortgage Payment will not constitute cause for entry of a Waiver Order unless the debtor shows that the additional cost would cause the plan to fail.

- (ii) The debtor shall bear the burden of showing cause in any motion for a Waiver Order. The debtor must file the motion on notice to the Trustee and the Mortgage Creditor within seven (7) days of the Filing Date, and may use the default procedure. See Vt. LBR 9013-4.

- (iii) A Mortgage Creditor or the Trustee may file a motion to revoke a Waiver Order if:

- (a) the Mortgage Creditor files a motion for relief from stay based at least in part upon the debtor's post-petition default in Regular Monthly Mortgage Payments;
 - (b) the Court finds the debtor is in default of those payments;
 - (c) the outcome of the motion for relief from stay is the Court's entry of an order that either (1) allows the debtor to retain the real property that secures the Mortgage Creditor's claim and conditionally maintains the automatic stay, or (2) denies the motion for relief from stay based on the debtor's election to make Conduit Mortgage Payments; and
 - (d) the debtor has not filed a motion to modify the Chapter 13 plan to voluntarily commence making Conduit Mortgage Payments pursuant to subparagraph (c)(1)(D) of this Standing Order.

- (d) **Duties of the debtor.** A debtor who is Delinquent, is otherwise subject to the Conduit Mortgage Payment requirement, or voluntarily opts to make Conduit Mortgage Payments, must fulfill the following duties:

- (1) Duty to specify components of Mortgage Creditor's claim in Chapter 13 plan.

- (A) The debtor shall specify in the Chapter 13 plan:

- (i) the amount of the Conduit Mortgage Payment;

- (ii) the amount of the Pre-Petition Mortgage Arrearage and the Regular Monthly Mortgage Payments included in that arrearage figure; and
 - (iii) the amount of the Administrative Arrearage and the Regular Monthly Mortgage Payments included in that figure.
 - (B) The debtor shall also file Form Y-8 *Wage Withholding Authorization* with the plan, unless filing a motion for waiver of the wage withholding requirement. See Standing Order # 10-03.
- (2) Duty to provide forms to the Trustee and Mortgage Creditor. The debtor shall complete Form Y-1 *Mortgage Creditor Checklist* and Form Y-2 *Notice of Conduit Mortgage Payment and Authorization to Release Information to the Trustee*, and shall provide both forms, along with a copy of the three (3) most recent mortgage invoices or monthly payment vouchers the debtor has, to the Trustee, with a copy to the Mortgage Creditor, no later than seven (7) days after the Filing Date.
 - (3) Duty to make timely first plan payment directly to the Trustee. The debtor shall make the first plan payment, in an amount that includes the full Conduit Mortgage Payment, directly to the Trustee within thirty (30) days of the Filing Date.
 - (4) Duty to make sufficient plan payments. If the amount of the Regular Monthly Mortgage Payment increases during the term of the plan, the debtor shall increase the amount of plan payment to the Trustee by an amount equal to the increase in the Regular Monthly Mortgage Payment due, plus the Trustee's fee allocable to that additional sum, and the Trustee shall effectuate this via notice to the entity withholding the plan payment. The increased plan payment shall be due on the effective date of the increase in the Regular Monthly Mortgage Payment. If the amount of the Regular Monthly Mortgage Payment decreases during the term of the plan, the plan payment shall not change, the Trustee shall retain the additional funds, and the Trustee shall disburse them as set forth in subparagraph (g)(1)(D) of this Standing Order, unless the debtor modifies the plan to provide otherwise.
 - (5) Penalty for failure to comply with foregoing requirements. The debtor's failure to comply with the requirements of subparagraph (d) of this Standing Order may result in the Court denying confirmation of the Chapter 13 plan.
 - (6) Additional duty to object to proof of claim. If the debtor believes that the Mortgage Creditor's proof of claim is inaccurate, the debtor shall promptly file an objection to the Mortgage Creditor's proof of claim.
 - (A) If the debtor's objection is overruled, within seven (7) days of the Court's ruling,
 - (i) the Trustee shall file a notice of increased plan payment and serve notice on the debtor's employer to increase wage withholding to reimburse the Mortgage Creditor for any post-petition shortfall and to make correct payments going forward to comport with the allowed proof of claim, and
 - (ii) the debtor shall file a motion to amend or modify the plan if needed.
 - (B) If the debtor's objection is sustained, the Trustee shall continue to disburse payments in the amount determined by the Court and file an amended proof of claim on behalf of the Mortgage Creditor consistent with the Court's order.

(e) **Duties of the Trustee.**

- (1) Duty to disburse Conduit Mortgage Payments. Upon receipt from the debtor of Form Y-1 *Mortgage Creditor Checklist*, Form Y-2 *Notice of Conduit Mortgage Payment and Authorization to Release Information to the Trustee*, and the first plan payment, the Trustee shall commence disbursing Conduit Mortgage Payments to the Mortgage Creditor in the amount specified in the debtor's Chapter 13 plan, unless the debtor has filed a motion requesting that no payments be made to the Mortgage Creditor until some future date, such as the filing of a proof of claim by the Mortgage Creditor or resolution of an objection to the Mortgage Creditor's proof of claim, and the Court enters an order granting the debtor's motion. If the Trustee makes payments to the Mortgage Creditor according to the Chapter 13 plan and it later becomes clear, by agreement or Court order, that the amount the Trustee paid to the Mortgage Creditor was not due, either in whole or in part, the Trustee shall recover and the Mortgage Creditor shall disgorge any such overpayments. See subparagraph (f)(2) of this Standing Order.
- (2) Duty to pay Administrative Arrearage with Pre-Petition Mortgage Arrearage. The Trustee shall pay the amount due for Administrative Arrearage with the amount due for Pre-Petition Mortgage Arrearage.
- (3) Duty regarding plan payment increases. Upon receipt of Form Y-4 *Notice of Mortgage Payment Change* pursuant to subparagraph (g)(1) of this Standing Order, the Trustee shall:
 - (A) file notice of any required plan payment increase with the Court;
 - (B) serve a copy of such notice on the debtor and the debtor's attorney; and
 - (C) if the debtor does not object within fourteen (14) days of service of the *Notice of Mortgage Payment Change* pursuant to subparagraph (g)(1) of this Standing Order, then the Trustee shall file a notice of increased plan payment and promptly serve notice of increased wage withholding on the entity withholding the plan payment, and shall commence making Conduit Mortgage Payments in the new amount on the later of the date the Trustee begins receiving increased plan payments or the effective date of the new payment.
- (4) Duty to disburse only full payments. The Trustee shall disburse only payments in an amount equal to the Regular Monthly Mortgage Payment to the Mortgage Creditor as Conduit Mortgage Payments unless the Trustee is disbursing a final payment due to satisfaction of claim, conversion, or dismissal. If funds in the debtor's account with the Trustee are not sufficient to make a full Conduit Mortgage Payment and pay the corresponding Trustee's fee, then the Trustee shall hold such funds until the Trustee receives from the debtor an amount sufficient to do so; the Trustee shall notify the debtor, the debtor's attorney, and the Mortgage Creditor by email within seven (7) days of the date the Trustee intended to make the Conduit Mortgage Payment and specify the amount the Trustee has available for that payment at that time, and the additional amount needed to make a full payment.
- (5) Duty to specify proper application of payment. The Trustee's payments to a Mortgage Creditor shall include a voucher narrative indicating how to apply each payment to the Conduit Mortgage Payment, Administrative Arrearage, and Pre-Petition Mortgage Arrearage components of the Mortgage Creditor's allowed claim; each voucher narrative shall also include the debtor's name, the Chapter 13 case number, and the Mortgage Creditor's account number.

- (6) Duties upon the debtor's default. If the debtor fails to make any timely or full plan payment, including the first plan payment, then the Trustee shall take the following steps:
- (A) The first time the debtor fails to make a timely or full plan payment, the Trustee shall, within fourteen (14) days of that default, file and serve upon the debtor, the debtor's attorney, and the Mortgage Creditor, a notice of delinquency specifying the due date and amount of the missed payment, and the amount needed to cure the plan payment default. If the debtor does not cure the default or file a motion to modify the Chapter 13 plan within fourteen (14) days of the filing of the Trustee's notice, the Trustee shall file and serve upon all parties in interest a motion to dismiss the case based upon the payment default and any other grounds the Trustee deems warrant dismissal of the case.
 - (B) The second time the debtor fails to make a timely or full plan payment, the Trustee shall, within fourteen (14) days of that default, file and serve upon all parties in interest a motion to dismiss the case, specifying that it is the second payment default and any other grounds the Trustee deems warrant dismissal of the case.
 - (C) Nothing in this Standing Order precludes a Mortgage Creditor, or any other party in interest, from filing a motion to dismiss case or a motion for relief from stay based upon a debtor's default in plan payments or other requirements of this Standing Order, or other grounds set forth in 11 U.S.C. § 1307.
- (7) Duty to declare Plan Completion Date. Within twenty-one (21) days of the date the debtor has made his or her final plan payment, the Trustee shall make a docket entry identifying the Plan Completion Date.
- (8) Duty to file motion to declare the debtor current at conclusion of case. See subparagraph (h) of this Standing Order.

(f) **Duties of the Mortgage Creditor.**

- (1) Duty to file a proof of claim as soon as practicable. A Mortgage Creditor with a Pre-Petition Mortgage Arrearage claim is encouraged to file a proof of claim as soon as practicable after receipt of notice of the debtor's bankruptcy filing; the Mortgage Creditor shall attach to the proof of claim Form Y-3 *Mortgage Proof of Claim Attachment* in order to facilitate a prompt commencement of post-petition payments in the correct amount, and is encouraged to provide the *Mortgage Proof of Claim Attachment* to the Trustee in advance of filing the proof of claim.
- (2) Duty to disgorge. If the Court determines that a payment the Trustee made to the Mortgage Creditor included an overpayment or was otherwise improper, the Mortgage Creditor shall be required to disgorge that sum promptly to the Trustee.
- (3) Duty to apply payments properly. The Mortgage Creditor shall apply each Conduit Mortgage Payment disbursed by the Trustee to the earliest outstanding post-petition payment due under the plan, as shall be specified on the voucher narrative accompanying the Trustee's payment. This requires the Mortgage Creditor to treat the sums due as the Administrative Arrearage as part of the Pre-Petition Mortgage Arrearage for purposes of applying payments and to apply the first Conduit Mortgage Payment it receives to the third Regular Monthly Mortgage Payment due from the debtor post-petition.
- (4) Duty to limit late fees. The Mortgage Creditor shall not charge the debtor a late fee unless:
 - (A) the reason for the late payment was the debtor's failure to make a full or timely plan payment to the Trustee; and

- (i) either the Trustee and the debtor consent to the assessment of a late fee;
 - (ii) or the Court enters an order, which the Mortgage Creditor may seek through an emergency motion for expedited relief for cause shown, authorizing the Mortgage Creditor to charge and the Trustee to pay a late fee, and directing a one-time increase in the plan payment amount to fund payment of the late fee and corresponding Trustee's commission; or
 - (B) the Court enters an order authorizing the Mortgage Creditor to collect a late fee, e.g., in connection with a motion to dismiss or motion for relief from stay; or
 - (C) the Mortgage Creditor obtains an order pursuant to subparagraph (g)(2) of this Standing Order.
- (5) Duty to provide annual payment history.
- (A) During the pendency of the Chapter 13 case, the Mortgage Creditor shall provide to the debtor, the debtor's attorney, and the Trustee, on or before March 1st of each year, a twelve-month summary of the activity through December 31st of the previous year, on the loan on which Conduit Mortgage Payments have been disbursed, using Form Y-5 *Model Mortgage Payment History*.
 - (B) If the case was filed or converted from another chapter on or after January 1st, the first annual payment history shall include activity on the account from the Filing Date through December 31st of the previous year. The Mortgage Creditor shall not file the annual payment histories with the Court except as attachments, when pertinent, to a motion for relief from stay or a motion to dismiss, unless authorized to do so by Court order.
- (6) Duty to provide documents to the debtor's attorney and the Trustee. The Mortgage Creditor shall provide to the debtor's attorney and the Trustee copies of all documents sent to the debtor post-petition, including correspondence, statements, payment coupons, escrow notices, and default notices, and any other documents that disclose a change in:
- (i) the name or identity of the Mortgage Creditor;
 - (ii) the monthly payment amount;
 - (iii) the interest rate or escrow requirements; or
 - (iv) the address to which mortgage payments are to be sent.
- (7) Duty to attach information to motion for relief from stay. A motion for relief from stay in a Conduit Mortgage Payment case shall be accompanied by either Form Y-5 *Model Mortgage Payment History* setting forth the post-petition account history, or a print-out from the Trustee's website showing the debtor's plan payment history, including the portion of the website's report showing the date the data was last updated. If the Mortgage Creditor prevails on its motion for relief from stay, demonstrates that payments were not timely made, and a conditional or absolute order for relief is entered, the proposed order may authorize the Mortgage Creditor to collect late fees on past due payments, if the Mortgage Creditor requested that relief in the motion. See also Vt. LBR 4001-1.
- (g) **Post-Petition Changes and Charges to Regular Monthly Mortgage Payments.**
- (1) Changes to Regular Monthly Mortgage Payment amount. If the mortgage documents authorize the Mortgage Creditor to modify the Regular Monthly Mortgage Payment amount, the following requirements shall apply:

- (A) The Mortgage Creditor shall file and serve on the debtor, the debtor's attorney, and the Trustee Form Y-4 *Notice of Mortgage Payment Change* giving at least the notice required by the loan documents, but in no event less than thirty (30) days' notice of the effective date. The *Notice of Mortgage Payment Change* shall include the new Regular Monthly Mortgage Payment amount, the date the new payment takes effect, the term of the new payment, if any, and an explanation for the payment change.
 - (B) Within fourteen (14) days of service of the *Notice of Mortgage Payment Change*, the debtor, the Trustee, or any other party in interest may file a response or objection to the *Notice of Mortgage Payment Change* specifying the basis of the response or objection. If no response in opposition or objection is filed, the debtor shall be deemed to have accepted the mortgage payment change and that amount will become the new Regular Monthly Mortgage Payment on the effective date provided in the *Notice of Mortgage Payment Change*. See subparagraph (e)(3) of this Standing Order.
 - (C) When a modified Regular Monthly Mortgage Payment amount goes into effect pursuant to subparagraph (g)(1)(B) of this Standing Order, the Trustee shall file notice of the new Regular Monthly Mortgage Payment amount and may disburse the new Conduit Mortgage Payment without awaiting the Court order authorizing modification of the plan, as of the effective date set forth in the *Notice of Mortgage Payment Change*, unless the Trustee's Notice specifies a different date.
 - (D) If additional monies become available due to a decrease in the Regular Monthly Mortgage Payment amount, the Trustee shall hold such monies in reserve to be applied, if needed, to any later increase in the Regular Monthly Mortgage Payment amount. Any additional reserve monies remaining at the end of the plan term shall be paid to the general unsecured creditors, unless the Court orders otherwise.
- (2) Treatment of post-petition charges and fees incurred. If the Mortgage Creditor incurs post-petition attorney's fees, costs, or other charges, such as property inspection fees, persistent post-petition late charges not addressed as described in subparagraph (f)(3) of this Standing Order, or other items payable by the debtor under the terms of the loan documents, then the following requirements shall apply:
- (A) To collect these fees the Mortgage Creditor must file a motion requesting that the additional fees and costs be added to the Mortgage Creditor's existing Pre-Petition Mortgage Arrearage claim, which shall be accompanied by Form Y-5 *Model Mortgage Payment History*. If the Mortgage Creditor fails to request payment of such post-petition charges for the previous calendar year, by March 31st of the current calendar year, it shall be precluded from requesting these fees in any contested manner or adversary proceeding in the case, unless the Court determines that the failure to file a timely motion was substantially justified or harmless.
 - (B) Not later than thirty (30) days after service of the motion and *Model Mortgage Payment History*, the debtor, the Trustee, or any other party in interest may file a response or objection thereto. If no response in opposition or objection is filed, the debtor shall be deemed to have accepted that the charge is owed, reasonable, and secured by the debtor's residential real property. In the absence of a response in opposition or objection, the Trustee shall add such amount to the Mortgage Creditor's existing Pre-Petition Mortgage Arrearage claim for payment as funds are available for that class of claimant, promptly notify the debtor and the debtor's attorney of the change in the Pre-Petition Mortgage Arrearage figure, and notify the debtor if this will require a motion to modify plan.

- (C) Alternatively, the Mortgage Creditor may file a motion requesting that the additional fees and costs be paid post-petition. In that event, the Mortgage Creditor shall file Form Y-7 *Notice of Post-Petition Mortgage Fees, Expenses and Charges* with a motion requesting that the debtor either amend the plan or make a separate additional payment to satisfy the allowed outstanding post-petition charges; the Mortgage Creditor may file this motion using the default procedure.
- (3) Post-petition changes to the name, identity, or address of the Mortgage Creditor. The Mortgage Creditor shall notify the debtor, the debtor's attorney, and the Trustee immediately upon learning of a change in the name or identity of the Mortgage Creditor payee or a change of address to which Conduit Mortgage Payments should be made, using Form Y-6 *Notice of Transfer of Claim (Other than for Security)*. The Mortgage Creditor shall be precluded from seeking late fees based upon the Trustee's failure to send payments to the correct party or correct address if that failure is reasonably attributable to the timing of the notice by the Mortgage Creditor.
- (h) **Effect of Plan Completion, Dismissal, and Conversion on the Mortgage Creditor.**
- (1) The Trustee's Mortgage Payment Accounting. Within forty-five (45) days of the Trustee's final disbursement of Conduit Mortgage Payments and payments on the Pre-Petition Mortgage Arrearage claim of the Mortgage Creditor, the Trustee shall file and serve a copy of the Trustee's Mortgage Payment Accounting on the Mortgage Creditor, the debtor, and the debtor's attorney.
- (2) Motion for order declaring the debtor current.
- (A) Within ninety (90) days of the Plan Completion Date, the Trustee shall, to the extent the Trustee's records support it, file a motion seeking an order that declares:
- (i) the Administrative Arrearage has been paid in full;
 - (ii) the Pre-Petition Mortgage Arrearage, if any, has been paid in full;
 - (iii) the Post-Petition Mortgage Arrearage, if any, has been paid in full;
 - (iv) the Regular Monthly Mortgage Payments are current through the Plan Completion Date; and
 - (v) except as specified in the order, the debtor does not owe to the Mortgage Creditor any arrearage, negative escrow balance, late charges, corporate advances, costs, or attorney's fees as of the Plan Completion Date.
- (B) The Trustee shall serve this motion on the Mortgage Creditor, all parties who claim an interest in the debtor's residential real property, the debtor and the debtor's attorney, and attach copies of (i) the proof of claim, (ii) the confirmation order, (iii) the Trustee's Mortgage Payment Accounting, and (iv) the Trustee's affirmation that the Administrative Arrearage, and the Pre-Petition Mortgage Arrearage and Post-Petition Mortgage Arrearage, if any, have been paid in full, and that the Regular Monthly Mortgage Payments are current through the Plan Completion Date. The Trustee shall file this motion using the conventional procedure, see Vt. LBR 9013-3, and shall give all parties at least twenty-eight (28) days' notice of the motion.
- (C) If the Mortgage Creditor objects to entry of an order granting this relief, then the Mortgage Creditor must file an objection no later than three (3) business days before the hearing date, and set forth specific grounds for its position. If the Mortgage Creditor does not object, it shall be deemed to have acknowledged that the debtor has paid in full the amount required to cure the Administrative

Arrearage, the Pre-Petition Mortgage Arrearage, and the Post-Petition Mortgage Arrearage, if any, that the debtor is current with Regular Monthly Mortgage Payments through the Plan Completion Date, and that the debtor owes no other fees or charges under the note. If the Mortgage Creditor does not file a timely response to the Trustee's motion, its failure to object to the motion shall preclude the Mortgage Creditor from separately objecting to the Trustee's final report with respect to whether the debtor is current on its mortgage debt and from disputing that the debtor is current, as set forth in the order, in any other proceeding.

- (D) Any other party in interest may file a response no later than three (3) business days before the hearing date.
- (E) Upon entry of an order granting the Trustee's motion, the debtor will be: (i) deemed current on the mortgage as of the Filing Date, extinguishing any right of the Mortgage Creditor to recover any amount alleged to have arisen prior to the Filing Date or to declare a default under the note or mortgage based upon events prior to the Filing Date; and (ii) deemed current post-petition through the Plan Completion Date, thereby extinguishing any right of the Mortgage Creditor to recover any amount alleged to have arisen between the Filing Date and Plan Completion Date or to declare a default under the note or mortgage based upon events between the Filing Date and Plan Completion Date.

(3) Rights prior to plan completion. Upon the debtor's request, and within ninety (90) days of the date of conversion or dismissal of a chapter 13 case, the Trustee shall file a motion seeking an order declaring the status of the debtor's pre- and post-petition obligations to the Mortgage Creditor, on twenty-eight (28) days' notice, using the conventional procedure. The debtor, the Mortgage Creditor, and the Trustee shall proceed—and shall have the same rights and duties—as set forth in subparagraph (h)(2) of this Standing Order.

- (i) **Jurisdiction.** This Court shall retain jurisdiction over any order entered pursuant to this Standing Order.

SO ORDERED.

September 28, 2010
Burlington, Vermont



Colleen A. Brown
United States Bankruptcy Judge

MORTGAGE CREDITOR CHECKLIST

Debtor Name(s): _____ Ch 13 Case #: _____

Property Address: _____

Daytime Phone: () _____ Evening: () _____ Email: _____

Attorney name (if any): _____

THE FOLLOWING INFORMATION MUST BE COMPLETED FOR ALL MORTGAGES. PLEASE BE SURE TO COMPLETE THIS FORM TO THE BEST OF YOUR ABILITY AND ATTACH THE THREE (3) MOST RECENT MORTGAGE INVOICES OR MONTHLY PAYMENT VOUCHERS SUPPLIED BY YOUR MORTGAGE CREDITOR(S).

IF YOU DO NOT HAVE CURRENT INVOICES OR PAYMENT VOUCHERS, YOU ARE ENCOURAGED TO CONTACT YOUR MORTGAGE CREDITOR, OR HAVE YOUR ATTORNEY CONTACT YOUR MORTGAGE CREDITOR'S ATTORNEY, PRIOR TO COMPLETING THIS FORM, TO ENSURE THAT THIS FORM IS CORRECT.

PLEASE SEND THIS FORM, WITH ATTACHMENTS, TO THE TRUSTEE FOR EACH CREDITOR TO WHOM YOU GRANTED A MORTGAGE ON YOUR HOME, AND PROVIDE A COPY TO THE MORTGAGE CREDITOR.
DO NOT FILE THIS FORM WITH THE COURT.

Creditor Name: _____

___ Servicer ___ Original Lender ___ Other (Please Explain) _____

Last 4 digits of any number used to identify the Mortgage Loan: _____

Payment Address: _____

Street Address

City

State

Zip

Creditor Phone (if known): () _____ Email (if known): _____

Monthly Payment Amount: \$ _____ Current Interest Rate: _____ % Grace Period: _____

Monthly Due Date: _____ Date Payment Late: _____ Late Charge Amount: _____

Is this a variable interest rate loan? ___ Yes ___ No

If yes, when is the next anticipated adjustment date? _____

Are property taxes included in the monthly payment? ___ Yes ___ No

If yes, what is the amount of the property taxes? \$ _____

Is insurance included in the monthly payment? ___ Yes ___ No

If yes, what is the amount of the insurance? \$ _____

Is the loan due in full and payable in less than five (5) years? ___ Yes ___ No

If yes, what is the date due? _____

Are you behind on payments on this loan? ___ Yes ___ No

If yes, by how many months? _____

Has a foreclosure action been commenced? ___ Yes ___ No

If yes, what is the case number? _____

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF VERMONT**

In re:

Debtor(s).

Chapter 13

Case # _____

**NOTICE OF CONDUIT MORTGAGE PAYMENT WITH DEBTOR'S AUTHORIZATION
FOR MORTGAGE CREDITOR TO RELEASE INFORMATION TO THE CHAPTER 13 TRUSTEE***

The Debtor(s) in the above-captioned bankruptcy case do(es) hereby authorize any and all parties who hold a mortgage on the Debtor(s)'s residential property to release information to the standing Chapter 13 Trustee in this case, so the Trustee may distribute Conduit Mortgage Payments to them.

The information to be released includes, but is not limited to:

- (i) the loan origination date;
- (ii) the account number;
- (iii) the loan payment history;
- (iv) the amount of the regular monthly payment, as of the filing date of this case;
- (v) the annual interest rate and whether the interest rate is fixed or variable;
- (vi) the loan balance;
- (vii) the components of, and amounts in, the escrow account for this loan;
- (viii) the amount of the contractual late charge and the date by which payment must be received to avoid the imposition of a late charge;
- (ix) the mailing address to which payments should be sent; and
- (x) the name and contact information for the mortgage creditor's representative to whom the Trustee should direct any questions regarding payments on this loan.

This information will be used by the Trustee and the Trustee's staff in the administration of this chapter 13 case and may be included, where pertinent, in motions filed in the Bankruptcy Court.

DATE: _____

Debtor's Signature

DATE: _____

Co-Debtor's Signature

The Debtor shall send this completed form to the Trustee within seven (7) days of the chapter 13 case being filed, at the following address:

Jan M. Sensenich, Chapter 13 Trustee, P.O. Box 1326, Norwich, VT 05055

and shall send a copy by that same date to the mortgage creditor. The Debtor need not file this form with the Court.

Mortgage Proof of Claim Attachment

If you hold a claim secured by a security interest in the debtor's principal residence, you must use this form as an attachment to your proof of claim. See Bankruptcy Rule 3001(c)(2).

Name of debtor: _____ **Case number:** _____

Name of creditor: _____ **Last four digits** of any number you use to identify the debtor's account: _____

Part 1: Statement of Principal and Interest Due as of the Petition Date

Itemize the principal and interest due on the claim as of the petition date (included in the Amount of Claim listed in Item 1 on your Proof of Claim form).

1. **Principal due** \$ _____

2. **Interest due**

Interest rate	From mm/dd/yyyy	To mm/dd/yyyy	Amount
_____ %	___/___/___	___/___/___	\$ _____
_____ %	___/___/___	___/___/___	\$ _____
_____ %	___/___/___	___/___/___	+ \$ _____
Total interest due as of the petition date			\$ _____

Copy total here ► + \$ _____

3. **Total principal and interest due** \$ _____

Part 2: Statement of Prepetition Fees, Expenses, and Charges

Itemize the fees, expenses, and charges incurred in connection with the claim as of the petition date (included in the Amount of Claim listed in Item 1 on the Proof of Claim form).

Description	Dates incurred	Amount
Late charges	_____	\$ _____
Non-sufficient funds (NSF) fees	_____	\$ _____
Attorney fees	_____	\$ _____
Filing fees and court costs	_____	\$ _____
Advertisement costs	_____	\$ _____
Sheriff/auctioneer fees	_____	\$ _____
Title costs	_____	\$ _____
Recording fees	_____	\$ _____
Appraisal/broker's price opinion fees	_____	\$ _____
Property inspection fees	_____	\$ _____
Tax advances (non-escrow)	_____	\$ _____
Insurance advances (non-escrow)	_____	\$ _____
Escrow shortage or deficiency (not included in payments due)	_____	\$ _____
Property preservation expenses. Specify: _____	_____	\$ _____
Other. Specify: _____	_____	\$ _____
Other. Specify: _____	_____	\$ _____
Other. Specify: _____	_____	\$ _____
Total prepetition fees, expenses and charges. Add all of the amounts listed above.		+ \$ _____
		\$ _____

Part 3. Statement of Amount Necessary to Cure Default as of the Petition Date

Does the installment payment amount include an escrow deposit?

- No
- Yes. Attach to the Proof of Claim form an escrow account statement prepared as of the petition date in a form consistent with applicable nonbankruptcy law.

1. Installment payments due

Date last payment received by creditor / /

Number of installment payments due _____

2. Amount of installment payments due

_____ installments @ \$ _____

_____ installments @ \$ _____

_____ installments @ + \$ _____

Total installment payments due as of the petition date \$ _____

Copy total here ▶ \$ _____

Add total prepetition fees, expenses and charges

Copy total from Part 2 here ▶ + \$ _____

Subtract total of unapplied funds (funds received but not credited to account)

- \$ _____

Total amount necessary to cure default as of the petition date

\$ _____

Copy total onto Item 4 of Proof of Claim form

09/10

Fill in this information to identify the case:

Debtor's name _____
First Name Middle Name Last Name

United States Bankruptcy Court for the: _____ District of _____
(State)

Case number _____ Chapter 13
(if known)

Notice of Mortgage Payment Change

If you file a claim secured by a security interest in the debtor's principal residence provided for under the debtor's plan pursuant to § 1322(b)(5), you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of creditor: _____

Last four digits of any number you use to identify the debtor's account: _____

Date of payment change: _____
 Must be at least 21 days after date of this notice

Court claim no. (if known): _____

New total payment: \$ _____
 Principal, interest, and escrow, if any

Part 1: Escrow Account Payment Adjustment

Will the debtor's escrow account payment change?

- No
- Yes. Attach a copy of the escrow account statement, prepared according to applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why:

Current escrow payment: \$ _____ New escrow payment: \$ _____

Part 2: Mortgage Payment Adjustment

Will the debtor's principal and interest payment change based on an adjustment to the interest rate in the debtor's variable-rate note?

- No
- Yes. Attach a copy of the rate change notice, prepared according to applicable nonbankruptcy law. Describe the basis for the change. If a notice is not attached, explain why:

Current interest rate: _____% New interest rate: _____%

Current principal and interest payment: \$ _____ New principal and interest payment: \$ _____

Part 3: Other Payment Change

Will the debtor's mortgage payment change for a reason not listed above?

- No
- Yes. Attach a copy of any documents that describe the basis for the change, such as a repayment plan or loan modification agreement. (*Court approval may be required before the payment change can take effect.*)

Reason for change: _____

Current mortgage payment: \$ _____ New mortgage payment: \$ _____

Debtor's name _____
First Name Middle Name Last Name

Case number (If known) _____

Spouse's name _____
(If filing with you) First Name Middle Name Last Name

Part 4: Sign Here

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number if different from the notice address listed on the Proof of Claim to which this Supplement applies.

Check the appropriate box:

- I am the creditor.
- I am the creditor's authorized agent. (Attach a copy of power of attorney, if any.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

X _____ Date ____/____/____
Signature

Print: _____ Title _____
First Name Middle Name Last Name

Company _____

Address _____
Number Street

City State ZIP Code

Contact phone (_____) ____-____ Email _____

MODEL MORTGAGE PAYMENT HISTORY

(ONLY FILE WITH THE COURT IF ATTACHED TO A MOTION)

Debtor: John Q. Debtor
Case Number: 07-112345

Plan = POC = \$10,300

TRANSACTION DATE	AMOUNT RECEIVED	ARREARS or MONTHLY	POST DUE DATE	POST MONTHLY PAYMENT	PRE-PETITION BALANCE	SPECIAL ASSESSMENT	SUSPENSE
1/1/2007	\$ 800.00	Monthly	1/1/2007	\$ 800.00	\$ 10,300.00		
2/10/2007	\$ 800.00	Monthly	2/1/2007	\$ 800.00	\$ 10,300.00		
2/15/2007	\$ 120.00	Arrears	-	-	\$ 10,180.00		
3/3/2007	\$ 800.00	Monthly	3/1/2007	\$ 800.00	\$ 10,180.00		
3/15/2007	\$ 100.00	Arrears	-	-	\$ 10,080.00		
4/3/2007	\$ 850.00	Monthly	4/1/2007	\$ 800.00			\$ 50.00
6/10/2007	\$ 1,200.00	Monthly	5/1/2007	\$ 400.00			\$ 400.00
7/1/2007	\$ 1,200.00	Monthly	6/1/2007	\$ 800.00			\$ 400.00
7/2/2007	\$ 800.00*	Monthly	7/1/2007	\$ 800.00		\$32.00 LC \$15.00 PI \$500.00 Attorney Fee	
7/16/2007							
7/24/2007							
7/31/2007							

* Payment Made from Suspense

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF VERMONT**

IN RE:) Chapter 13 Case # _____
 John Q. Debtor,)
)
 Debtor.) **NOTICE OF TRANSFER**
) **OF CLAIM (Other than for Security)**
)
 _____) (no hearing required)

A Proof of Claim has been filed in this case. The transferee hereby evidences, by way of documentation attached hereto, that the referenced claim has been transferred, other than for security, as is referenced in this Notice. This Notice must be used when any of the original information in a Proof of Claim changes. However, it should not be used for an amount to the amount of the claim. For changes in the amount of the claim or the arrears only, an Amended Proof of Claim must be filed.

Original Claim Information

Name of Claimant: _____
 Name of Payee [if different from claimant]: _____
 Payment Address: _____
 Last 4 digits of Account #: _____
 Claim # on Claims Register: _____ [Or date of entry of Order allowing claim]
 Amount of Claim: _____ [Total debt] _____ [Arrears]

Transferee Information:

Name of Claimant: _____
 Name of Payee [if different from claimant]: _____
 Payment Address: _____
 Name/Address for Notices [if different from payment address]: _____

 Phone #: _____
 Last 4 digits of Account #: _____

I, _____, do hereby declare under penalty of perjury that the information provided in this Notice is true and accurate to the best of my knowledge. I hereby declare that a copy of this Notice has been mailed to the Transferor and that proof of the transfer is annexed thereto.

By: _____ Date: _____
 Transferee/Agent of Transferee

UNITED STATES BANKRUPTCY COURT

F K U T I E V Q H X G T O Q P V

In re _____,
Debtor

Case No. _____

Chapter 13

Notice of Post-Petition Mortgage Fees, Expenses and Charges

If you hold a claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any post-petition fees, expenses, and charges that you assert are recoverable against the debtor or against the debtor's principal residence. File this form as a supplement to your proof of claim. See Bankruptcy Rule 3002.1.

Name of creditor: _____

Court claim no. (if known): _____

Last four digits of any number you use to identify the debtor's account: _____

Does this notice supplement a prior notice of post-petition fees, expenses, and charges?

- No
- Yes. Date of the last notice: ____/____/____

Part 1: Itemize Post-Petition Fees, Expenses, and Charges

Itemize the fees, expenses and charges incurred on the debtor's mortgage account after the petition was filed. Do not include any escrow account disbursements or any amounts previously itemized in a notice filed in this case or ruled on by the bankruptcy court.

Description	Dates incurred	Amount
Late charges	_____	\$ _____
Non-sufficient funds (NSF) fees	_____	\$ _____
Attorney fees	_____	\$ _____
Filing fees and court costs	_____	\$ _____
Bankruptcy/Proof of claim fees	_____	\$ _____
Appraisal/Broker's price opinion fees	_____	\$ _____
Property inspection fees	_____	\$ _____
Tax advances (non-escrow)	_____	\$ _____
Insurance advances (non-escrow)	_____	\$ _____
Property preservation expenses. Specify: _____	_____	\$ _____
Other. Specify: _____	_____	\$ _____
Other. Specify: _____	_____	\$ _____
Other. Specify: _____	_____	\$ _____
Other. Specify: _____	_____	\$ _____

A debtor or trustee may timely seek a determination of whether payment of the post-petition fees, expenses, or charges listed above is required. See 11 U.S.C. § 1322(b)(5) and Bankruptcy Rule 3002.1.

Part 2: Sign Here

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number if different from the notice address listed on the proof of claim to which this Supplement applies.

Check the appropriate box.

- I am the creditor.
- I am the creditor's authorized agent.
(Attach copy of power of attorney, if any.)
- I am the trustee, or the debtor.
(See Bankruptcy Rule 3004.)
- I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information and reasonable belief.

X _____ Date ____/____/____
 Signature

Print: _____ Title _____
 First Name Middle Name Last Name

Company _____

Address _____
 Number Street

 City State ZIP Code

Contact phone (____) ____-____ Email _____