STATEMENT CONCERNING STANDING ORDER 08-1

The Judges of the Court have promulgated Standing Order 08-1 which mandates the payment of residential mortgages by chapter 13 debtors through the chapter 13 trustee. We have adopted this SO realizing that this is a significant departure from historical practice in this District. Nevertheless, we hope and believe that changing to a practice of mandatory conduit payments will serve to reduce disputes among debtors, lenders, and servicers, and greatly facilitate debtors' abilities to successfully complete their chapter 13 plans and enjoy a fresh start.

This Standing Order was drafted with the substantial and invaluable assistance of the "Payment Through the Plan" committee consisting of David Fricke, Gary Hinck, Chelsea Herring, Tracey Robinson, Frank Ojile, David Lund, Will Griffin, Jan Hamilton, Laurie Williams, Judge Karlin, and me. Judge Karlin served as our reporter and editor. Both Judges Somers and Berger were also involved in the drafting process. The bankruptcy Bench and Bar Committee vetted this Order as well. We also received helpful comments from members of the Bar as well as representatives of the banking industry. While I am sure we have not pleased everyone, we have attempted to carefully consider the views of all involved constituencies in crafting this Order. We gratefully acknowledge the time and effort contributed by the Committees, the Bar, and the industry in this endeavor.

All four of us Judges are committed to making this Order work so that creditors get paid and debtors can leave chapter 13 cases knowing that they have satisfied their obligations under their chapter 13 plans. We know we can count on your similar commitment and thank you in advance for your efforts in that regard.

For the Court,

/s/ Robert E Nugent
Robert E. Nugent, Chief Bankruptcy Judge
District of Kansas

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF KANSAS

STANDING ORDER 08-1

CONDUIT MORTGAGE PAYMENTS IN CHAPTER 13

This Standing Order is effective for all Chapter 13 cases filed on or after October 1, 2008.

I. REQUIRED CONDUIT PAYMENTS: Regular payments owed by a Debtor to a Creditor holding a claim secured by the Debtor's principal residence shall be made by the Debtor to the Trustee for payment through the Chapter 13 plan if the Debtor is (i) delinquent as of the petition date, or, (ii) becomes delinquent after the petition date. Such payments are referred to herein as "conduit payments."

II. DEFINITIONS: As used in this Standing Order, the following capitalized terms shall mean:

A. The "Arrearage" is the total amount past due as of the petition date, as calculated in the pre-petition arrearage section of Exhibit C [Addendum to Chapter 13 Proof of Claim For Residential Home Mortgage Debt Paid Through Chapter 13 Trustee], and shall be equal to the amount contained in the creditor's filed and allowed Proof of Claim, unless specifically controverted in the plan or by an objection to the claim as required by D. Kan. LBR 3015(b).1.

B. "Debtor" or "Debtors" are hereafter referred to as "Debtor."

C. "Real Property Creditor" is the entity claiming a mortgage or a servicer of the mortgage on the real property that is the principal residence of the Debtor. This Standing Order is intended to cover a loan secured by a security agreement in Debtor's principal residence (i.e., promissory note on a manufactured or mobile home), and such lender will be referred to as a "Real Property Creditor" herein for the sake of simplicity, even if some specific references, e.g., to "mortgage" or "escrow analysis," are not strictly applicable.

D. The Standing Chapter 13 Trustee is referred to as "Trustee."

III. OTHER RULES APPLICABLE: Nothing in this Standing Order shall relieve any party from complying with any obligation under the United States Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Rules of the District and Bankruptcy Courts of Kansas, or any applicable Standing Orders.

These procedures shall not be modified by any plan language without express order from the Court.

IV. DEBTOR'S DUTIES

A. Debtor may be excused from complying with this Standing Order only upon the entry of a Court order upon a showing of circumstances justifying the same.[1]

B. Debtor must complete Exhibit A–Mortgage Creditor Checklist and Exhibit B–Authorization to Release Information to the Trustee Regarding Secured Claims Being Paid by the Trustee and forward those documents to Trustee (not to the Court) within 10 days of the filing of the bankruptcy petition.

C. Debtor or Debtor's attorney shall mail a copy to the Trustee of all correspondence, notices, statements, payment coupons, escrow notices and default notices concerning any adjustment to the monthly payments or interest rate immediately upon receipt of the same.

D. Debtor shall include the regular payment amount owing to the Real Property Creditor, inclusive of Trustee's fees, in the plan payment to be paid by Debtor to the Trustee.

E. Pursuant to provisions of Paragraph V(D) below, in the event the monthly conduit payment changes due to either changed escrow requirements or a change in an adjustable interest rate, Debtor's plan payment to the Trustee shall change by the same amount, plus the Trustee's fee.

F. For any Debtor who is employed and required to make mortgage payments through the Trustee, an employer pay order shall be promptly entered by the Clerk of the Bankruptcy Court as provided in Debtor's plan and served upon the employer of Debtor. Until the employer begins to withhold bankruptcy plan payments from Debtor's pay, Debtor is required to make plan payments directly to the Trustee. A Debtor may be excused from complying with employer pay orders only upon the entry of a Court order upon a showing of circumstances justifying the same.

V. TRUSTEE'S DUTIES

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[1] *See e.g., In re Perez*, 339 B.R. 385 (Bankr. S.D. Tex. 2006) (Court lists 21 non-exclusive factors to be examined in determining whether to excuse debtors from conduit payment scheme or employer withholding orders). The additional cost associated with the trustee fee on the conduit payment will not, by itself, constitute good cause.

A. The Trustee is authorized to deduct from any payments collected, pursuant to 11 U.S.C. § 1326, the authorized percentage fee on the funds distributed as necessary costs and expenses, together with any fee, charge or amount required under § 1326.

B. The Trustee shall allow as an administrative expense an amount equal to two full regular monthly payments inclusive of escrow deposits and two associated late fees. This allowance shall reimburse Real Property Creditor for post-petition delinquencies that may accrue until the Trustee begins payments to that creditor. This added amount shall bear interest at the contract rate in effect at confirmation.

C. The Trustee will not make payments to the Real Property Creditor on the pre-petition arrearage until such time as a Proof of Claim is filed with the Court and the Plan is confirmed. The Court is deemed to have granted authority to the Trustee to disburse conduit payments, as if the plan had been confirmed, once the Real Property Creditor has filed a Proof of Claim to which a fully executed Exhibit C (Addendum to Chapter 13 Proof of Claim) has been attached. The Trustee is required to make a full mortgage payment for each full plan payment made. The Trustee is not required to make partial payments to Real Property Creditors.

D. Within 30 days after the Trustee has received any notice of a change in the conduit payment, the Trustee shall file a notice of the terms of the change with the Court and provide notice of that change to Debtor, Debtor's attorney, and Real Property Creditor. Such notice shall be treated as an amendment to the creditor's claim and Debtor's plan, and a party in interest shall have an opportunity to object to the amendment within 20 days of the filing of the notice. If no objection is filed, the Trustee shall be authorized to disburse the new conduit payment without seeking formal modification of the plan.

E. Should the new conduit payment jeopardize the feasibility of the plan, the Trustee may file a motion to amend the plan or seek conversion or dismissal of the case, whichever the Trustee deems appropriate.

VI. REAL PROPERTY CREDITOR'S DUTIES

A. The Real Property Creditor shall file a Proof of Claim, to which it shall attach the Addendum for Residential Home Mortgage Debt Paid Through the Chapter 13 Trustee (Exhibit C).

B. Unless otherwise ordered by the court, the Real Property Creditor shall notify the Trustee, Debtor and the attorney for the Debtor 45 days prior to the effective date of any change of payment amount (inclusive of escrow changes) and/or interest rate in a document that conforms with Exhibit D,

Notice of Payment Change Due to Escrow Analysis, or Exhibit E, Notice of Payment Change due to Adjusted Rate Mortgage.

1. If a Real Property Creditor has a claim based on an open-end credit agreement such as a home equity line of credit, and if the interest rate or payment term is subject to frequent change that makes compliance with this sub-part impracticable or burdensome, the Real Property Creditor may file a motion to exempt that claim from compliance with this subpart B or to alter the manner of compliance required. The Real Property Creditor, the Debtor, and the Trustee may also present an agreement to do so for the Court's approval.

C. At least 45 days prior to a change of the name of the Real Property Creditor payee, or the address to which payments should be made, Real Property Creditor shall notify the Trustee, Debtor and the attorney for the Debtor, of any such change in a document that conforms to Exhibit F, Notice of Transfer of Servicing and Claim, or Exhibit F-1, Notice of Transfer of Claim (Other than for Security).

D. If Real Property Creditor is entitled to advance or incur expenses in connection with the servicing of the note or mortgage, it shall notify the Trustee, Debtor and Debtor's attorney of any such advances or expenses within 30 days after the advance or expenses was incurred in a document that conforms to Exhibit G, Real Property Creditor's Notice of Advance or Other Contractual Expense.

E. During the pendency of the Chapter 13 case, Real Property Creditor shall submit to the Trustee, Debtor, and Debtor's attorney on or before the 10th of January of each year, a 12 month summary of the activity on the loan with a form substantially in conformity with Exhibit H, Model Mortgage Payment History.

F. The Real Property Creditor shall mail a copy to the Trustee of all copies of correspondence, notices, statements, payment coupons, escrow notices and default notices concerning any change to the monthly payment or interest rate immediately upon receipt or creation of the same.

G. Any amount paid or tendered to the Real Property Creditor prior to confirmation shall be applied to the next post-petition payment under the terms of the note due, without penalty. Alternatively, the mortgage holder may apply the payment as it deems appropriate, but said application shall be deemed to be the Real Property Creditor's waiver of all fees and expenses to which it is entitled under the loan documents.

H. Confirmation of the plan shall impose an affirmative duty and legal obligation on the Real Property Creditor to do all of the following:

1. Apply the payments received from the Trustee for payment on the Arrearage, if any, only to such Arrearage pursuant to the plan. The arrearage shall be deemed paid in full upon the entry of the Discharge Order in this case, unless otherwise ordered by the Court.

2. Deem the pre-petition Arrearage (and post-petition Arrearage, if any) contractually current upon confirmation of the plan so as to preclude the imposition of late payment charges or other default-related fees and services based solely on any pre-petition default or the payments referred to in paragraph V(B), above. This obligation will have no force and effect if the case is dismissed or converted.

3. Apply the post-petition monthly mortgage payments paid by the Trustee or by Debtor to the month in which they were designated to be made under the plan. Even if such payments are placed into a suspense, forbearance or similar account, they will be deemed to have been applied to the note pursuant to this subsection.

4. If an escrow account is required by the terms of the mortgage, Real Estate Creditor shall, either with its Proof of Claim or within 30 days of the date of the petition, prepare and provide to Debtor, Debtor's attorney and Trustee an escrow analysis for the current computation year, as defined by Regulation X § 6-1423.14 or for the next computation year if that computation year is scheduled to occur within 30 days of the date of the petition to reflect the proper post-petition mortgage payment escrow. This should not include any sums or fees that were or should have been included in the pre-petition Arrearage claim.

VII. EFFECT OF PLAN COMPLETION

A. If the Debtor pays the Arrearage, together with interest, if any, as specified in the plan, all pre-petition defaults will be cured and the note and other loan documents will be deemed current as of the date of filing, extinguishing any right of the Real Property Creditor to recover any amount alleged to have arisen prior to the filing of the petition or to declare a default of the note, mortgage, or other loan documents based upon pre-petition events.

B. If Debtor has made all payments required under the Chapter 13 Plan, the Trustee shall file a motion seeking an order of the Court determining that

all pre-petition and/or post-petition defaults on Debtor's residential home mortgage debt are deemed cured and all payments made on such debt through the date of plan completion are current, with no arrearage, no escrow balance, late charges, costs or attorney fees owing, except to the extent that the Court orders otherwise.

VIII. These procedures may be varied in a particular case only by order of the Court.

Dated this 22nd day of July, 2008.

s/ Robert E. Nugent
ROBERT E. NUGENT, CHIEF JUDGE

s/ Janice Miller Karlin
JANICE MILLER KARLIN, JUDGE

s/ Dale L. Somers
DALE L. SOMERS, JUDGE

s/ Robert D. Berger
ROBERT D. BERGER, JUDGE

-Exhibit A-

MORTGAGE CREDITOR CHECKLIST[1]

(FILE WITH TRUSTEE ONLY
DO NOT FILE WITH THE COURT)

Debtor Name(s): _____ Bk Case #: _____

Property Address: _____

Daytime Phone: ( ) _____ Evening: ( ) _____

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 MOST RECENT PAYMENT COUPON OR STATEMENT THAT WAS SUPPLIED BY YOUR MORTGAGE CREDITOR(S).

Creditor Name: _____

Account #: _____

Payment Address: _____
Street Address

_____
City State Zip

Creditor Phone Number: (if known) _____

Regular Monthly Payment Amount: $ _____ Current Interest Rate: _____

Monthly Payment Due Date: _____

Date Payment Late: _____ Monthly 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

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

Is the loan due in full and payable in less than 5 years? ☐ Yes ☐ No
If yes, date due: _____

[1]File one of these forms with the Trustee for each creditor to whom you granted a mortgage on your home.

-Exhibit B-

AUTHORIZATION TO RELEASE INFORMATION TO THE TRUSTEE REGARDING SECURED CLAIMS BEING PAID BY THE TRUSTEE

(***FILE WITH TRUSTEE ONLY***
DO NOT FILE WITH THE COURT)

Debtor Name(s): _____ Case #: _____

The debtor(s) in the above captioned bankruptcy case do/does hereby authorize any and all lien holder(s) on real property of the bankruptcy estate to release information to the standing Chapter 13 Trustee in this bankruptcy filing.

The information to be released includes, but is not limited to, the amount of the post-petition monthly installment, the annual interest rate and its type, the loan balance, escrow accounts, amount of the contractual late charge and the mailing address for payments. This information will only be used by the Trustee and his/her staff in the administration of the bankruptcy estate and may be included in motions before the Court.

DATE: _____
Debtor's Signature

DATE: _____
Joint Debtor's Signature

-EXHIBIT C-

ADDENDUM TO CHAPTER 13 PROOF OF CLAIM FOR RESIDENTIAL HOME MORTGAGE DEBT PAID THROUGH CHAPTER 13 TRUSTEE

GENERAL INFORMATION

Debtor(s):
Bankruptcy Case No:

DESCRIPTION OF SECURITY

Security for Debt/Property Address:

County and State:

CREDITOR INFORMATION

Loan No:
Creditor Name:

Servicer Name:
Address:

Contact Person:
Tel No.:
Fax No.:
E-mail:

Payments should be made payable to:

Address to which payments are to be sent:

Creditor Attorney Name:
Address:
Contact:
Tel No.:
Fax No:
E-mail:

Mortgage Information

Original Loan Information:
Original Principal Balance: $
Original Interest Rate: %
Mortgage/Deed of Trust Recorded:
Date of month payment due:
Date of month payment considered late under note:

Type of Loan:
Fixed Rate
Adjustable
Last Adjustment Date:
Next Adjustment Date:
Other:

Current Loan Information:
Petition Date Principal Balance: $
Petition Date Payoff: $
Petition Date Interest Rate %

Post-Petition Payments

Principal & Interest: $
Taxes: $
Insurance $
Other: _____ $
Other: _____ $

Total Payment: $

Pre-Petition Arrearage:

From	To	Type of Charge	#	Unit Charge	Total
		Payment			
		Payment			
		Late Charge			
		Late Charge			
		Accrued Late Charge			
		Property Inspection Fees			
		Property Preservation Fees			
		Appraisal/BPO fees			
		Foreclosure Attorney Fees			

Previous Bankruptcy Attorney's Fees
NSF Fees
Escrow Shortage
Advances for Taxes
Advances for Insurance
Other (describe)

Subtotal: _____
Minus Funds Held in Suspense: _____
Total Prepetition Arrearages:

Total Post-Petition Attorneys' Fees _____
Total Pre-Petition Arrearage Plus
Post-Petition Attorneys' Fees _____

Interest on Pre-Petition Arrearage:

___ Creditor Demands interest on the full Pre-Petition Arrearage of $ _____

___ This loan was executed prior to October 22, 1994.
___ The loan documents provided for interest on all arrearages.
___ The loan jurisdiction allows for interest on arrearages.
___ Interest is demanded at the contract rate of ____%.
___ Interest is demanded at ___%.

The interest to be paid over the term of the plan is $_____.
Total Pre-Petition Arrearage Plus Post-Petition Attorneys'
fees plus interest: $_____

___ Creditor Demands interest on the advances of $_____.

___ The loan documents provide for interest on advances.
___ The local jurisdiction allows for interest on advances.
___ Interest is demanded at the contract rate of ___%.
___ Interest is demanded at ___%.

The interest to be paid over the term of the ____ month plan is $_____.
Total Pre-Petition Arrearage Plus Post-Petition
Attorneys' Fees plus interest $_____.

NOTICES

Creditor reserves its rights to object to the Court's subject matter and personal jurisdiction, to amend and supplement this Proof of Claim and to file additional proofs of claim for additional claims.

Creditor demands all sums due post-petition as allowable under 11 U.S.C. §§ 506(b), 1322(e), and applicable law.

If this loan is an adjustable rate loan, the payments and late charges will change.

Creditor reserves the right to advance to senior liens.

-Exhibit D-

NOTICE OF PAYMENT CHANGE DUE TO ESCROW ANALYSIS

(FILE WITH TRUSTEE ONLY
***DO NOT FILE WITH THE COURT*)**

Borrower/Loan #: _____

Bankruptcy Case #: _____

In accordance with the terms of the Mortgage, this is notification that the Annual Escrow Analysis has resulted in a post- petition payment change as indicated below:

Effective Date of Change _____

Current monthly payment amount $_____

Principal & Interest $_____

Escrow Amount $_____

New payment amount beginning _____ $_____

Principal and Interest $_____

Escrow Amount (specify taxes, insurance, etc.) $

Taxes (increased/decreased) $_____
Insurance (increased/decreased) $_____
_____(increased/decreased) $_____

Attached to this Notice is a copy of the ANNUAL ESCROW ANALYSIS outlining the basis for the change. Additionally, attached is a Post-Petition Cost and Fee Disclosure of the fees and costs due under the contract in the past 12 months. Questions should be directed to:

CREDITOR: _____

ADDRESS: _____

Contact: _____

Telephone/Fax: _____

Email: _____

CERTIFICATE OF SERVICE

I hereby certify that on _____, I served a copy of this Notice and all attachments to the following by U.S. Mail, postage pre paid:

Debtor: John Q. Debtor, 1234 Main St., Anywhere, IN 46601

Debtor's Attorney: Mary Counselor, 123 Pine St., Anywhere, IN 46601

Trustee: Tom Trustee, 456 Maple St., Anywhere, IN 46601

_____
Marian the Mortgage Servicer Employee

-Exhibit E-

NOTICE OF CHANGE IN PAYMENT AMOUNT DUE TO VARIABLE RATE CHANGE

(FILE WITH TRUSTEE ONLY
DO NOT FILE WITH THE COURT)

Borrower/Loan #: _____

Bankruptcy Case #: _____

In accordance with the terms of the Adjustable Rate Mortgage, this is notification that the Interest Rate is adjusting as follows:

Payment Adjustment Date: _____

Next Scheduled Adjustment: _____
(daily, quarterly, semi-annually, annually, etc.)

Old Interest Rate: _____

Index Name/Rate: _____

Margin +/- Index: _____

New Interest Rate: _____

New Principal & Interest Payment $_____

New Monthly Payment, including escrow: $_____

CREDITOR: _____

ADDRESS: _____

Contact: _____

Telephone/Fax: _____

Email: _____

CERTIFICATE OF SERVICE

I hereby certify that on _____, I served a copy of this Notice and all attachments to the following by U.S. Mail, postage pre paid:

Debtor: John Q. Debtor, 1234 Main St., Anywhere, IN 46601

Debtor's Attorney: Mary Counselor, 123 Pine St., Anywhere, IN 46601

Trustee: Tom Trustee, 456 Maple St., Anywhere, IN 46601

_____

Marian the Mortgage Servicer Employee

-EXHIBIT F-

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF KANSAS

IN RE:	)	Case No.
John Q. Debtor,	)	
	)	**NOTICE OF TRANSFER**
Debtor.	)	**OF SERVICING AND**
	)	**CLAIM**
	)	
_____	)	(no hearing required)

PLEASE TAKE NOTICE that the servicing of the mortgage loan represented by the Proof of Claim #4 filed on 2/24/07 in the amount of $100,000, by Many Mortgages Incorporated, Transferor, with the address of 123 Weownu Road, Bankrupt, PA 65432 has been transferred to Universal Servicing Company, Transferee (Loan No. 222222).

Chapter 13 Trustee payments and regular monthly payments should be sent to Universal Servicing Company, Bankruptcy Department, 444 Easy St., Cashville, NY 78901.

Dated:

By: IM Weathly
Agency for Universal Servicing
Company as Servicer for Many
Mortgages Incorporated

CERTIFICATE OF SERVICE

Creditor (Transferee), Universal Servicing Company, certifies that it has served a copy of this Notice by ordinary U.S. mail or served electronically through the Court's ECF Systems on this _____day of _____, 2007:

Debtor(s)
John Q. Debtor
100 Debtor Way
Anytown, KS 66666

Debtor's Attorney
Mary Smart, Esquire
Smart & Associates
100 Attorney Way
Anytown, KS 66667

Trustee
Jan Hamilton
PO Box 3527
Topeka, KS 66601

Transferor
Many Mortgages Incorporated
123 Weownu Road
Bankrupt, PA 65432

U.S. Trustee
Office of the United States Trustee
301 N. Main, Ste 1150
Wichita, KS 67202

-EXHIBIT F- 1-

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF KANSAS

IN RE:	)	Case No.
John Q. Debtor,	)	
	)	**NOTICE OF TRANSFER**
Debtor.	)	**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 the security, as is referenced in this Notice. This Notice must be used when any of the original payment information in a Proof of Claim changes. However, it should not be used for an amendment 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 Court's Registry: _____ [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

The penalty for making a false statement or claim includes a fine or imprisonment for to five years, or both, 18 U.S.C. Sec. 152.

CERTIFICATE OF SERVICE

Creditor (Transferee), Universal Servicing Company, certifies that it has served a copy of this Notice by ordinary U.S. mail or served electronically through the Court's ECF Systems on this _____day of _____, 2007:

Debtor(s)
John Q. Debtor
100 Debtor Way
Anytown, KS 66666

Debtor's Attorney
Mary Smart, Esquire
Smart & Associates
100 Attorney Way
Anytown, KS 66667

Trustee
Jan Hamilton
PO Box 3527
Topeka, KS 66601

Transferor
Many Mortgages Incorporated
123 Weownu Road
Bankrupt, PA 65432

U.S. Trustee
Office of the United States Trustee
301 N. Main, Ste 1150
Wichita, KS 67202

-EXHIBIT G-

REAL PROPERTY CREDITOR'S
NOTICE OF ADVANCE OR OTHER CONTRACTUAL EXPENSE

(*FILE WITH TRUSTEE ONLY*
***DO NOT FILE WITH THE COURT*)**

In accordance with the terms of the mortgage, this is notification that the servicer has advanced funds for a non-escrowed mortgage loan as indicated below. Pursuant to the terms of the note and/or mortgage, Debtor(s) is/are required to pay these fees and costs. Documentation to support the fees and costs is attached as Exhibit A, hereto:

Type of Advance or Contractual Expense: _____

Total funds advanced/expense: _____

Entity that funds were paid to: _____

_____

_____

If taxes or forced placed insurance,
Dates covered by advance: _____

Any questions regarding this Notice should be directed to_____
(name, address, telephone #, facsimile # and email address of contact person).

_____
Name of Mortgagee

_____

_____
Address of Mortgagee

CERTIFICATE OF SERVICE

I hereby certify that on _____, I have served a copy of this Notice and all attachments to the following by U.S. Mail, postage pre paid:

Debtor: John Q. Debtor, 1234 Main St., Anywhere, IN 46601

Debtor's Attorney: Mary Counselor, 123 Pine St., Anywhere, IN 46601

Trustee: Tom Trustee, 456 Maple St., Anywhere, IN 46601

_____

Marian the Mortgage Servicer Employee

-EXHIBIT H-

MODEL MORTGAGE PAYMENT HISTORY

(FILE WITH TRUSTEE ONLY
DO NOT FILE WITH THE COURT)