

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS

In Re: \_\_\_\_\_  
\_\_\_\_\_

Debtor(s)

§  
§  
§ Case No.: \_\_\_\_\_  
§  
§  
§

**NOTICE OF TRIAL PERIOD PAYMENTS**

**TRIAL PERIOD PAYMENTS HAVE BEEN OFFERED BY THE LENDER IN THIS LOAN MODIFICATION MATTER.**

**ANY PARTY OPPOSING THE TRIAL PERIOD PAYMENTS SET OUT BELOW HAS FOURTEEN (14) DAYS FROM THE DATE OF THE SERVICE OF THIS NOTICE TO FILE A WRITTEN OBJECTION STATING ITS OBJECTION TO THE TRIAL PERIOD PAYMENTS. SAID OBJECTION MUST BE FILED WITH THE CLERK OF THE UNITED STATES BANKRUPTCY COURT, [INSERT ADDRESS FOR COURT]. IF A TIMELY OBJECTION IS NOT FILED, THE DEBTOR(s) OR THE CHAPTER 13 TRUSTEE ARE AUTHORIZED TO MAKE THE TRIAL PERIOD PAYMENTS SET OUT BELOW WITHOUT FURTHER HEARING OR ORDER OF THE COURT. IF A TIMELY OBJECTION IS FILED, THE COURT MAY SET A HEARING ON THE MATTER AT THE REQUEST OF ANY PARTY. NOTICE OF SAID HEARING WILL BE SERVED ONLY ON A PARTY FILING A WRITTEN OBJECTION.**

Comes now [insert name of Debtor(s)] (“Debtor(s)”) and [insert the name of the Lender] (“Lender”) and files this Notice of Trial Period Payments and, for same, state the following:

1. All capitalized terms which are used in this document are used and defined as in the Loan Modification Program adopted by this Court.
2. The Loan Modification Matter which is the subject of this Motion is with regard to a note dated [insert the date of the note] held by [insert the name of the Lender/Servicer] and secured by Eligible Property described as [describe the collateral].
3. The Lender has offered Trial Period Payments to the Debtor(s) in conjunction with a possible modification of the repayment terms of the Eligible Loan. A copy of the offer regarding Trial Period Payments is attached hereto as Exhibit “A” and is incorporated herein fully by reference. The Trial Period Payments are [\$insert amount of Trial Period Payment]. The Trial Period Payments begin on [insert date of first Trial Period Payment] and end on [insert the date of the last Trial Period Payment]. The name of the recipient of the Trial Period Payments and the address to which they should be sent are as follows:

*[insert name of recipient]*  
*[insert address of recipient]*

4. Check one of the statements below:

\_\_\_\_\_ [If the Debtor(s) disburse(s)/pay(s) the post-petition ongoing mortgage payment] – Debtor(s) shall disburse the Trial Period Payments as set out above.

\_\_\_\_\_ [If the Debtor(s) is(are) subject to a conduit program and the Chapter 13 Trustee disburses the post-petition ongoing mortgage payment] – The Chapter 13 Trustee will disburse the Trial Period Payments to the Lender as set out above. The Lender will not file a Notice of Payment Changes pursuant to Rule 3002.1 with regard to the Trial Period Payments. To the extent that the Trial Period Payments are less than the periodic post-petition ongoing payments on the Eligible Loan, the Trustee will reserve the difference as Reserved Funds pending resolution of the Loan Modification Matter. To the extent the Trial Period Payments are greater than the periodic post-petition ongoing payments on the Eligible Loan, the Debtor’s(s’) Plan payment will increase by the difference plus the Trustee’s percentage fee. Unless otherwise ordered by the Court, if the Debtor(s) is(are) current on Plan payments or the payments due pursuant to any wage directive, the Trial Period Payments will be deemed current, even if not yet disbursed by the Trustee to the Lender. At the conclusion of the trial period, the Trustee will resume disbursing the periodic post-petition ongoing payments on the Eligible Loan in the amount of the payment immediately prior to the commencement of the trial period.

5. Any other terms and conditions required by the Lender to enter into a permanent and binding modification of the Eligible Loan are as follows:

[State any additional terms and conditions with specificity. State “none” if there are no additional terms and conditions.]

\_\_\_\_\_  
\_\_\_\_\_

6. As provided in the Loan Modification Program, if the Debtor(s) make(s) all Trial Period Payments and satisfies any other terms and conditions required by the Lender as set out herein, Debtor(s) shall be entitled to a permanent and binding modification of the repayment terms of the Eligible Loan, if such modification is approved by the Court.

7. Contemporaneously with the filing of this Notice, a copy of it will be uploaded to the Portal.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

DEBTOR(S):

LENDER:

If signed in an individual capacity:

If signed in an individual capacity:

\_\_\_\_\_  
*[Name of Debtor]*

\_\_\_\_\_  
*[Name of Lender]*

If signed on behalf of a business entity:

\_\_\_\_\_  
*[Name of Debtor]*

If signed by Debtor's counsel:  
ON BEHALF OF:

\_\_\_\_\_  
Signature line

\_\_\_\_\_  
*[Debtor's(s') counsel's required signature block]*

\_\_\_\_\_  
*[name of Lender]*  
By: \_\_\_\_\_  
*[printed name of signatory]*  
Its: \_\_\_\_\_  
*[title of signatory]*

OR

\_\_\_\_\_  
*[Lender's counsel's signature block]*

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that a copy of the foregoing was served on each LMM Party by [describe method of service] and the Chapter 13 Trustee by [describe method of service] on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
*[Name of person effectuating service]*