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A Voluntary Organization Composed of Persons Interested in the  
Improvement of the Bankruptcy Code and Its Administration

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February 9, 2024

## Submitted Electronically

Judicial Conference of the United States  
Committee on Rules of Practice and Procedure  
Advisory Committee on Bankruptcy Rules  
Washington, DC 20544

Re: Proposed Amendments to the Federal Rules of Bankruptcy Procedure  
Docket No. USC-RULES-BK-2023-0002

## Members of the Advisory Committee:

The National Bankruptcy Conference (“NBC”) is a voluntary, non-partisan, not-for-profit organization composed of about 60 of the nation’s leading bankruptcy judges, professors, and practitioners. The NBC has provided advice to Congress regarding bankruptcy legislation for approximately 80 years. We enclose a Fact Sheet providing further information about the NBC. The following comments are submitted to the proposed amendments to Bankruptcy Rule 3002.1 and the related new Official Forms.

## Deletion of “installment” in Rule 3002.1(a)

- The 2016 amendment that deleted the reference to section 1322(b)(5) from Rule 3002.1(a) and replaced it with “for which the plan provides that either the trustee or the debtor will make contractual installment payments” created ambiguity as to whether the rule applies to reverse mortgages, which arguably have no “installment” payments. The proposed amendment that would delete “installment” in Rule 3002.1(a) and the related Committee Note clarify that Rule 3002.1 applies to reverse mortgages. We support these changes.

## Deletion of “contractual” in Rule 3002.1(a)

- We suggest that “contractual” should also be deleted in Rule 3002.1(a). This change would make all claims secured by a security interest in the debtor’s principal residence that are being paid in a chapter 13 case subject to Rule 3002.1. Mortgage holders and servicers have successfully argued that Rule 3002.1 does not apply in chapter 13 cases in which the mortgage is being paid in any manner other than according to strict “contractual” terms. This is true for:

- “full payment” chapter 13 cases in which the mortgage will be paid in full through the plan but with monthly payments, interest rate or total payments different than stated in the mortgage contract, *see In re Davenport*, 627 B.R. 705 (Bankr. D.D.C. 2020); *In re Anderson*, 2020 WL 6821796 (Bankr. D. Kan. Nov. 16, 2020); *In re Clancy*, 2020 WL 5668734 (Bankr. S.D. Fla. Sept. 23, 2020).
  - “short term” mortgages that are modified and paid as permitted by section 1322(c)(2), consistent with section 1325(a)(5), *see In re Tavares*, 547 B.R. 204 (Bankr. S.D. Tex. 2016).
  - any mortgage – short or long term -- that is not protected from modification by section 1322(b)(2) that is paid by modification of any contract term – with or without “cramdown,” *see In re White*, 641 B.R. 717 (Bankr. S.D. Ga. 2022).
  - claims held by homeowners’ associations and condominium associations that are often secured by security interests but with respect to which no contractual terms exist, *see In re Hadfeg*, 585 B.R. 208 (Bankr. S.D. Fla. 2018).
- Deleting “contractual” would carry out the original intent of Rule 3002.1 as to all creditors holding claims secured by a home and eliminate the potential “gotcha” at the end of a chapter 13 case when such creditors declare default and threaten foreclosure notwithstanding completion of plan payments. It will also provide an opportunity for court review of the reasonableness of fees, costs and charges imposed by these creditors during all chapter 13 cases in which a claim secured by a home is treated by the plan.

#### **HELOC amendments - Rule 3002.1(b)(2)**

- The proposed amendment requires an annual notice for HELOCs, which shall include notice of the payment due for the month when the notice is filed, a reconciliation amount, and the amount of the next payment. Because the Committee has not proposed a new Official Form for the annual notice, a HELOC creditor will need to use the existing Form 410-S1. However, that form currently provides only for disclosure of the “new total payment.” We suggest that Form 410-S1 should be modified to provide for the new HELOC disclosures. Alternatively, the form instructions should indicate that, notwithstanding Rule 9009(a), the claim holder is permitted to alter the form to make the disclosures.

#### **Fee Dispute Procedure - Rule 3002.1(e)**

- The existing rule provides that “on a party in interest’s motion filed within one year ...,” the court must determine whether any claimed fee is required to cure a default or maintain payments. Courts have held that the procedure set out in existing Rule

3002.1(e) based on the filing of a motion in a contested matter is not exclusive and does not preclude the debtor or trustee from seeking a determination related to disputed fees in an adversary proceeding, particularly when other claims seeking recovery of money damages that must be filed as an adversary proceeding are being asserted against the creditor. *E.g., In re Blanco*, 633 B.R. 714, 746 (Bankr. S.D. Tex. 2021) (finding it was appropriate for debtors to assert their Rule 3002.1 violations in adversary proceeding); *In re Trevino*, 535 B.R. 110 (Bankr. S.D. Tex. 2015). While the proposed amendments to Rule 3002.1(e) appear to be stylistic, they could be construed as changing the provision from a permissive to mandatory procedure by providing that a motion (and only a motion) “must” be filed, and that the motion must be filed within one year unless the court orders a shorter period. Thus, we suggest that the existing language in Rule 3002.1(e) not be changed.

- If our suggestion for maintaining the existing language is not adopted, we separately suggest the following change with respect to the one-year deadline: “... unless a party in interest requests and the court orders a shorter **or longer** period.” This would permit the court to enlarge the time period under Rule 9006 if the request is made before the expiration of the one-year period or on motion made after the expiration of the one-year period if the failure to make the timely request was due to excusable neglect.

#### **Proposed Rule 3002.1(f)(2)**

- Proposed Rule 3002.1(f)(2) provides that if the claim holder disagrees with facts asserted in the motion filed under Rule 3002.1(f)(1), it must file a response using Form 410C13-M1R. However, the proposed form contemplates that a response must be filed even if the claim holder agrees with the facts asserted in the motion. Part 3 of the form requires the claim holder to attach a payoff statement and provide certain information about the account even if “the debtor is current on all postpetition contractual payments.” As proposed, the language in the rule would control and fail to carry out the purpose of the proposed rule. For example, in a non-conduit jurisdiction, if a trustee files a Rule 3002.1(f)(1) motion to determine the status of the loan because the trustee is interested in knowing if the debtor is current with postpetition installment payments, the trustee’s motion will include only factual assertions about the arrearages and perhaps fees the trustee may have paid, but nothing about postpetition installment payments (because the trustee is not disbursing those payments). If the mortgage holder agrees with the amount the trustee asserts was disbursed for the arrearages, proposed Rule 3002.1(f)(2) states that the holder does not need to file a response. In that case, the court will grant the motion based only on the facts in the motion. There will be no determination of whether the debtor is current with postpetition installment payments, and the payoff statement and other information contemplated by Form 410C13-M1R will never be provided. We suggest that the first sentence of proposed Rule 3002.1(f)(2) should be changed to provide: “~~If t~~The claim holder disagrees with facts asserted in the motion, it must file a response within 21 days after the motion is served.”

- None of the notices and responses submitted by creditors under the existing Rule 3002.1 are entitled to presumptive validity, as the rule states that they are not subject to Rule 3001(f). However, the new creditor response under proposed Rule 3002.1(f)(2) does not state that explicitly. We suggest that the second sentence in proposed Rule 3002.1(f)(2) be changed as follows: “The response, **which is not subject to Rule 3001(f)**, must be prepared using Form 410C13-M1R and be served on the individuals listed in (b)(1).” This would be consistent with the corresponding provision in Rule 3002.1(g)(3).

### **Proposed Rule 3002.1(f)(3)**

- Proposed Rule 3002.1(f)(3) provides that if the claim holder’s response asserts a disagreement with facts set forth in the motion, the court must determine the status of the claim and enter an appropriate order. The second sentence provides that if the claim holder does not file a response or files a response agreeing with the facts set out in the motion, “the court may grant the motion based on those facts.”
- To be consistent with the first sentence and other similar provisions in the rule, and to avoid any “fair ground of doubt” (*Taggart v. Lorenzen*, 139 S. Ct. 1795 (2019)) about what the court determined by granting the motion, we suggest changing the language in the second sentence as follows: “the court may grant the motion based on those facts **and enter an appropriate order.**”

### **Proposed deletion of Rule 3002.1(g)(3)**

- Existing Rule 3002.1(f) provides that if the trustee does not timely file and serve the notice of final cure (proposed to become Trustee’s End-of-Case Notice), the debtor may file and serve the notice. This provision is shown in the re-published rule as Rule 3002.1(g)(3), and it is proposed to be deleted. Proposed Rule 3002.1(g)(1) provides that the notice is filed only by the trustee. The procedure set out in proposed Rule 3002.1(g)(4) for a court determination of final cure is dependent upon the End-of-Case Notice being filed.
- Some chapter 13 trustees refuse to file the current notice of final cure. Simply changing the rule to state that the trustee “must” file the End-of-Case Notice is not likely to increase compliance. Thus, we propose that the option for the debtor to file and serve the notice to begin the end-of-case procedure as set out in the current rule should be retained in Rule 3002.1(g). This will ensure that debtors will have the opportunity for an end-of-case court determination of final cure if the trustee fails to initiate the process.

### **Proposed Rule 3002.1(g)(4)(A)**

- We suggest that “within” in the first sentence of proposed Rule 3002.1(g)(4)(A) be changed to “no later than.”

### **Proposed Rule 3002.1(g)(4)(C)**

- Proposed Rule 3002.1(g)(4)(C) provides that the court must determine after notice and a hearing whether the debtor has cured all defaults and paid all required postpetition amounts, but does not state that the court should enter an appropriate order to that effect. The second sentence states that if the claim holder does not file a response or files one that agrees with the facts set forth in the motion, “the court may enter an appropriate order based on those facts.”
- To be consistent and to avoid any ambiguity, we suggest that the rule should require that an order be entered in both situations. We suggest that the first sentence include at the end the following: “and enter an appropriate order.”

### **Sanctions under Proposed Rule 3002.1(h)**

- In addition to the stylistic changes to existing Rule 3002.1(i), proposed Rule 3002.1(h) adds new subsection (3), providing that the court may “take any other action authorized by this rule.” Existing Rule 3002.1(i) was initially modeled after the discovery sanction provision in Federal Rule of Civil Procedure 37. Now that the proposed changes to Rule 3002.1 provide for the entry of appropriate court orders at various stages in a chapter 13 case related to the status and end-of-case determinations, non-compliance with Rule 3002.1 may include not only the failure to provide information required by the rule but also the failure to comply with orders entered under Rule 3002.1. Thus, we suggest that Rule 3002.1(i) should include sanction provisions similar to FRCP 37(b)(2) for failure to comply with a court order entered under the rule. Our suggested changes are provided here:

**(h) Claim Holder’s Failure to Give Notice, ~~or Respond~~ or Comply with a Court Order.** If the claim holder fails to provide any information as required by this rule, **or to comply with any order entered under this rule**, the court may, after notice and a hearing, do one or more of the following:

(1) preclude the holder from presenting the omitted information in any form as evidence in a contested matter or adversary proceeding in the case—unless the court determines that the failure was substantially justified or is harmless;

(2) award other appropriate relief, including reasonable expenses and attorney’s fees caused by the failure; and

(3) ~~take any other action authorized by this rule~~ **issue further just orders, including:**

**(A) directing that the matters embraced in the order or other designated facts be taken as established for purposes of a contested matter or adversary proceeding arising in or related to the case;**

(B) prohibiting the claim holder from supporting or opposing designated claims or defenses, or from introducing designated matters in evidence; or

(C) treating as contempt of court the failure to obey any order.

### **Proposed Form 410C13-M1**

- In part 3.a of Form 410C13-M1, the trustee or debtor provides a dollar amount for: “Amount of postpetition fees, expenses, and charges noticed and allowed under Rule 3002.1(c).” Postpetition fees, expenses, and charges are not “allowed” under Rule 3002.1(c). If no motion is filed under Rule 3002.1(e), there is no court determination that the fees are allowed. Moreover, because the notice of fees is not subject to Rule 3002.1(f), the fees are not deemed allowed. The form should request that the trustee state the total amount of fees paid by the trustee even if the court has not entered an order providing for the payment of the fee. Thus, we suggest that “and allowed” be deleted from part 3.a of Form 410C13-M1. The instructions for the form might indicate that the amount should not include any fees, expenses, and charges that the court has determined are not required to be paid under Rule 3002.1(e).

### **Proposed Form 410C13-M1R**

- In part 2 of Form 410C13-M1, which is the motion filed under Rule 3002.1(f)(1), the trustee or debtor provides the dollar amounts for payments disbursed to cure arrearages, broken down as between prepetition and postpetition arrearages. However, proposed Form 410C13-M1R requires that the claim holder provide only an aggregate amount for all arrearages that remain unpaid. If the claim holder asserts that arrearages remain unpaid, we believe it is helpful for the holder to provide the total amount and a breakdown of that amount as between prepetition and postpetition arrearages. This change would also make Form 410C13-M1 consistent with the claim holder’s Response to Trustee’s Notice of Payments Made, proposed Form 410C13-NR, which includes an itemization of prepetition and postpetition arrearages.
- Consistent with our suggestion that “contractual” be deleted in Rule 3002.1(a), we suggest that the references to “postpetition contractual payments” in part 3 of Form 410C13-M1 be changed to “postpetition payments.”
- Part 3 of Form 410C13-M1 will provide more helpful responses if the information is requested in the following three categories: 1) the debtor is current on all postpetition payments (which would be limited to periodic payments for principal, interest and escrow), 2) the debtor is not current on all postpetition payments, and 3) the debtor has fees, expenses and costs due and owing. By including fees, costs and expenses as part of the “postpetition contractual payments,” the proposed form fails to distinguish between our designated categories 1 and 3.

- A more significant problem with part 3 of Form 410C13-M1 is that it requests the claim holder to provide a payoff statement and important account information about the status of the loan only if the debtor is current with postpetition payments. If the claim holder believes the debtor is not current, then the claim holder need only provide the date of the postpetition payment that first became due. Access to detailed information about the status of the loan by the trustee and debtor is even more critical when a default is being asserted and we therefore suggest that the form should request the claim holder to provide a payoff statement and a response to the seven listed data points even if the debtor is not current with postpetition payments.
- In part 4 of Form 410C13-M1, the form requests the claim holder to disclose in a payment history, if applicable, the amounts for “all fees, costs, escrow and expenses assessed to the mortgage.” It is not clear what “assessed to the mortgage” means and we therefore suggest that this be changed to: “all fees, costs, escrow and expenses assessed to the debtor.”
- Our suggested changes are reflected on the revised Form 410C13-M1R we attach to these comments.

#### **Proposed Form 410C13-N**

- In part 5 of Form 410C13-N, the trustee states: “Amount of allowed postpetition fees, expenses, and charges.” For the reasons stated in our comments to part 3.a of Form 410C13-M1, we suggest that “allowed” be deleted.

#### **Proposed Official Form 410C13-NR**

- We suggest that proposed Official Form 410C13-NR be changed consistent with our comments to proposed Form 410C13-M1R. Our suggested changes are reflected on the revised Form 410C13-NR we attach to these comments.

#### **Proposed Form 410C13-M2**


- In part 3.a of Form 410C13-M2, the trustee or debtor states: “Amount of postpetition fees, expenses, and charges noticed and allowed under Rule 3002.1(c).” For the reasons stated in our comments to part 3.a of Form 410C13-M1, we suggest that “and allowed” be deleted. The instructions for the form might also indicate that this amount should not include any fees, expenses, and charges that the court has determined are not required to be paid under Rule 3002.1(e).

**Proposed Form 410C13-M2R**

- We suggest that proposed Official Form 410C13-M2R be changed consistent with our comments to proposed Form 410C13-M1R. Our suggested changes are reflected on the revised Form 410C13-M2R we attach to these comments.

For these reasons, the National Bankruptcy Conference recommends the proposed rule amendments. Please contact us if the National Bankruptcy Conference can be of further assistance.

Sincerely,

Handwritten signature of Douglas G. Baird in black ink.

Douglas G. Baird, Chair  
[dbaird@uchicago.edu](mailto:dbaird@uchicago.edu)  
773 459 2719

In re \_\_\_\_\_, Debtor Case No. \_\_\_\_\_

Chapter 13

**Response to [Trustee's/Debtor's] Motion Under Rule 3002.1(f)(1) to Determine the Status of the Mortgage Claim**

\_\_\_\_\_ (claim holder) states as follows:

1. The following information relates to the mortgage claim at issue:

**Name of Claim Holder:** \_\_\_\_\_ **Court claim no.** (if known): \_\_\_\_\_

**Last 4 digits** of any number used to identify the debtor's account: \_\_\_\_\_

**Property address:** \_\_\_\_\_

City State ZIP Code

2. Arrearages

Check one:

As of the date of this response, the debtor has paid in full the amount required to cure any arrearage on this mortgage claim.

As of the date of this response, the debtor has not paid in full the amount required to cure any arrearage on this mortgage claim. The ~~total~~ arrearage amount remaining unpaid as of the date of this response is:

a. Total amount of prepetition arrearage remaining unpaid \$ \_\_\_\_\_

b. Total amount of postpetition arrearage remaining unpaid \$ \_\_\_\_\_

c. Total amount of arrearages remaining unpaid \$ \_\_\_\_\_

3. Postpetition ~~Contractual~~ Payments

*Check all that apply:*

The debtor is current on all postpetition ~~contractual~~ payments, including all fees, charges, expenses, escrow, and costs.

The debtor is not current on all postpetition payments. The debtor is obligated for the postpetition payment(s) that first became due on: \_\_\_\_/\_\_\_\_/\_\_\_\_

The debtor has fees, charges, expenses, negative escrow amounts, or costs due and owing. The total amount remaining unpaid as of the date of this response is \$ \_\_\_\_\_.

The claim holder attaches a payoff statement and provides the following information as of the date of this response:

Date last payment was received on the mortgage: \_\_\_\_/\_\_\_\_/\_\_\_\_

Date next postpetition payment from the debtor is due: \_\_\_\_/\_\_\_\_/\_\_\_\_

Amount of the next postpetition payment that is due: \$ \_\_\_\_\_

Unpaid principal balance of the loan: \$ \_\_\_\_\_

Additional amounts due for any deferred or accrued interest: \$ \_\_\_\_\_

Balance of the escrow account: \$ \_\_\_\_\_

Balance of unapplied funds or funds held in a suspense account: \$ \_\_\_\_\_

The debtor is not current on all postpetition payments. The debtor is obligated for the postpetition payment(s) that first became due on: \_\_\_\_/\_\_\_\_/\_\_\_\_

~~□ The debtor has fees, charges, expenses, negative escrow amounts, or costs due and owing. The total amount remaining unpaid as of the date of this response is \$\_\_\_\_\_.~~

#### 4. Itemized Payment History

Include if applicable:

Because the claim holder asserts that the arrearages have not been paid in full or states that the debtor is not current on all postpetition payments or that fees, charges, expenses, escrow, and costs are due and owing, the claim holder attaches an itemized payment history—using the format of Official Form 410A, Part 5—disclosing the following amounts from the date of the bankruptcy filing through the date of this response:

- all prepetition and postpetition payments received;
- the application of all payments received;
- all fees, costs, escrow, and expenses assessed to the mortgage debtor; and
- all amounts the creditor contends remain unpaid.

\_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature

Print \_\_\_\_\_ Title \_\_\_\_\_

Name

Company \_\_\_\_\_

**Response to Trustee's Notice of Payments Made**

**The claim holder must respond to the Trustee's Notice of Payments Made within 28 days after it was served. Rule 3002.1(g)(2).**

**Part 1: Mortgage Information**

**Name of claim holder:** \_\_\_\_\_ **Court claim no. (if known):** \_\_\_\_\_

**Last 4 digits** of any number you use to identify the debtor's account: \_\_\_\_\_

**Property address:**

\_\_\_\_\_  
Number Street

\_\_\_\_\_  
City State ZIP Code

**Part 2: Amount Needed to Cure Default**

*Check all that are applicable:*

- The amount required to cure any prepetition arrearage has been paid in full.
- The amount required to cure the prepetition arrearage has not been paid in full. Amount of prepetition arrearage remaining unpaid as of the date of this notice: \$ \_\_\_\_\_.
- The amount required to cure any postpetition arrearage has been paid in full.
- The amount required to cure the postpetition arrearage has not been paid in full. Amount of postpetition arrearage remaining unpaid as of the date of this notice: \$ \_\_\_\_\_.

**Part 3: Postpetition ~~Contractual~~ Payment**

*Check all that apply:*

- Debtor is current on all postpetition ~~contractual~~ payments, including all fees, charges, expenses, escrow, and costs.
- Debtor is not current on all postpetition payments. The claim holder asserts that the debtor is obligated for the postpetition payment(s) that first became due on: \_\_\_\_/\_\_\_\_/\_\_\_\_.
- Debtor has fees, charges, expenses, negative escrow amounts, or costs due and owing. The claim holder asserts that the total amount remaining unpaid as of the date of this response is \$\_\_\_\_\_.

The claim holder attaches a payoff statement and provides the following information as of the date of this response:

Date last payment was received on the mortgage: \_\_\_\_/\_\_\_\_/\_\_\_\_

Date next postpetition payment from the debtor is due: \_\_\_\_/\_\_\_\_/\_\_\_\_

Amount of the next postpetition payment that is due: \$ \_\_\_\_\_  
Unpaid principal balance of the loan: \$ \_\_\_\_\_  
Additional amounts due for any deferred or accrued interest: \$ \_\_\_\_\_  
Balance of the escrow account: \$ \_\_\_\_\_  
Balance of unapplied funds or funds held in a suspense account: \$ \_\_\_\_\_

- ~~Debtor is not current on all postpetition contractual payments. The claim holder asserts that the debtor is obligated for the postpetition payment(s) that first became due on: \_\_\_\_/\_\_\_\_/\_\_\_\_.~~
- ~~Debtor has fees, charges, expenses, negative escrow amounts, or costs due and owing. The claim holder asserts that the total amount remaining unpaid as of the date of this response is \$ \_\_\_\_\_.~~

#### Part 4: Itemized Payment History

If the claim holder disagrees that the prepetition arrearage has been paid in full, states that the debtor is not current on all postpetition payments, or states that fees, charges, expenses, escrow, and costs are due and owing, it must attach an itemized payment history—using the format of Official Form 410A, Part 5—disclosing the following amounts from the date of the bankruptcy filing through the date of this response:

- all prepetition and postpetition payments received;
- the application of all payments received;
- all fees, costs, escrow, and expenses assessed to the **debtor mortgage**; and
- all amounts the claim holder contends remain unpaid.

#### Part 5: Sign Here

The person completing this response must sign it. Check the appropriate box:

- I am the claim holder.
- I am the claim holder's authorized agent.

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

\_\_\_\_\_  
Signature Date \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
First Name Middle Name Last Name

\_\_\_\_\_  
Number Street

\_\_\_\_\_  
City State ZIP Code

Contact phone (\_\_\_\_) \_\_\_\_-\_\_\_\_ Email \_\_\_\_\_

**Response to [Trustee's/Debtor's] Motion to Determine Final Cure and Payment of the Mortgage Claim**

\_\_\_\_\_ (claim holder) states as follows:

1. The following information relates to the mortgage claim at issue:

**Name of Claim Holder:** \_\_\_\_\_ **Court claim no.** (if known): \_\_\_\_\_

**Last 4 digits** of any number used to identify the debtor's account: \_\_\_\_\_

Property address: \_\_\_\_\_

\_\_\_\_\_ City

\_\_\_\_\_ State ZIP Code

2. Arrearage Provided for by the Plan

Check one:

- As of the date of this response, Debtor has paid in full the amount required to cure any arrearage on this mortgage claim.
- As of the date of this response, Debtor has not paid in full the amount required to cure any arrearage on this mortgage claim. The ~~total~~ arrearage amount remaining unpaid as of the date of this response is: \$ \_\_\_\_\_.

- a. Total amount of prepetition arrearage remaining unpaid \$ \_\_\_\_\_.
- b. Total amount of postpetition arrearage remaining unpaid \$ \_\_\_\_\_.
- c. Total amount of arrearages remaining unpaid \$ \_\_\_\_\_.

3. Postpetition ~~Contractual~~ Payments

Check all that apply:

- Debtor is current on all postpetition ~~contractual~~ payments, including all fees, charges, expenses, escrow, and costs.
- Debtor is not current on all postpetition payments. The debtor is obligated for the postpetition payment(s) that first became due on: \_\_\_\_/\_\_\_\_/\_\_\_\_.
- Debtor has fees, charges, expenses, negative escrow amounts, or costs due and owing. The total amount remaining unpaid as of the date of this response is \$ \_\_\_\_\_.

The claim holder attaches a payoff statement and provides the following information as of the date of this response:

Date last payment was received on the mortgage: \_\_\_\_/\_\_\_\_/\_\_\_\_

Date next postpetition payment from the debtor is due: \_\_\_\_/\_\_\_\_/\_\_\_\_

Amount of the next postpetition payment that is due: \$ \_\_\_\_\_

Unpaid principal balance of the loan: \$ \_\_\_\_\_

Additional amounts due for any deferred or accrued interest: \$ \_\_\_\_\_

Balance of the escrow account: \$ \_\_\_\_\_

Balance of unapplied funds or funds held in a suspense account: \$ \_\_\_\_\_

~~Debtor is not current on all postpetition payments. The debtor is obligated for the postpetition payment(s) that first became due on:~~

~~\_\_\_\_/\_\_\_\_/\_\_\_\_.~~

~~Debtor has fees, charges, expenses, negative escrow amounts, or costs due and owing. The total amount remaining unpaid as of the date of this response is \$ \_\_\_\_\_.~~

#### 4. Itemized Payment History

Include if applicable:

Because the claim holder disagrees that the arrearages have been paid in full or states that the debtor is not current on all postpetition payments or that fees, charges, expenses, escrow, and costs are due and owing, the claim holder attaches an itemized payment history—using the format of Official Form 410A, Part 5—disclosing the following amounts from the date of the bankruptcy filing through the date of this response:

- all prepetition and postpetition payments received;
- the application of all payments received;
- all fees, costs, escrow, and expenses assessed to the **debtor mortgage**; and
- all amounts the creditor contends remain unpaid.

\_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature

Print \_\_\_\_\_ Title \_\_\_\_\_

Name

Company \_\_\_\_\_

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# NATIONAL BANKRUPTCY CONFERENCE

*A non-profit, non-partisan, self-supporting organization of approximately sixty lawyers, law professors and bankruptcy judges who are leading scholars and practitioners in the field of bankruptcy law. Its primary purpose is to advise Congress on the operation of bankruptcy and related laws and any proposed changes to those laws.*

**History.** The National Bankruptcy Conference (NBC) was formed from a nucleus of the nation's leading bankruptcy scholars and practitioners, who gathered informally in the 1930's at the request of Congress to assist in the drafting of major Depression-era bankruptcy law amendments, ultimately resulting in the Chandler Act of 1938. The NBC was formalized in the 1940's and has been a resource to Congress on every significant piece of bankruptcy legislation since that time. Members of the NBC formed the core of the Commission on the Bankruptcy Laws of the United States, which in 1973 proposed the overhaul of our bankruptcy laws that led to enactment of the Bankruptcy Code in 1978, and were heavily involved in the work of the National Bankruptcy Review Commission (NBRC), whose 1997 report initiated the process that led to significant amendments to the Bankruptcy Code in 2005. Most recently, the Conference played a leading role in developing the Small Business Reorganization Act of 2019, Pub. L. 116-54.

**Current Members.** Membership in the NBC is by invitation only. Among the NBC's 60 active members are leading bankruptcy scholars at major law schools, as well as current and former judges from eleven different judicial districts and practitioners from leading law firms throughout the country who have been involved in most of the major corporate reorganization cases of the last three decades. The NBC includes leading consumer bankruptcy experts and experts on commercial, employment, pension, mass tort, and tax-related bankruptcy issues. It also includes former members of the congressional staff who participated in drafting the Bankruptcy Code as originally passed in 1978 and former members and staff of the NBRC. The current members of the NBC and their affiliations are set forth on the second page of this fact sheet.

**Policy Positions.** The Conference regularly takes substantive positions on issues implicating bankruptcy law and policy. It does not, however, take positions on behalf of any organization or interest group. Instead, the NBC seeks to reach a consensus of its members - who represent a broad spectrum of political and economic perspectives - based on their knowledge and experience as practitioners, judges, and scholars. The Conference's positions are considered in light of the stated goals of our bankruptcy system: debtor rehabilitation, equal treatment of similarly situated creditors, preservation of jobs, prevention of fraud and abuse, and economical insolvency administration. Conferees are always mindful of their mutual pledge to "leave their clients at the door" when they participate in the deliberations of the Conference.

**Technical and Advisory Services to Congress.** To facilitate the work of Congress, the NBC offers members of Congress, Congressional Committees and their staffs the services of its Conferees as non-partisan technical advisors. These services are offered without regard to any substantive positions the NBC may take on matters of bankruptcy law and policy.

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