

Mont. LBF 8-A. Stipulation to Modify Stay.

[If applicable:
(Attorney for _____)
State Bar I.D. Number _____]

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MONTANA

In re _____) Case No.
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)
)
 Debtor(s))

STIPULATION TO MODIFY STAY

The undersigned Creditor, _____, the above-named Debtor(s), and the trustee, if applicable, hereby stipulate as follows:

1. The Debtor(s) filed a Petition in this Court under Chapter ____ of the Bankruptcy Code on the ____ day of _____, 200_.

2. Creditor is the holder of a secured claim against the Debtor(s), and pursuant to Mont. LBR 4001-1, provides the following information:

- (a) The present balance owing to Creditor, excluding any precomputed interest or other unearned charges, is \$ _____.
- (b) The date upon which the subject debt was incurred was _____.
- (c) Creditor holds a security interest or lien upon the following described property of the estate:

- (d) The nature of Creditor's security interest, the date upon which the security interest was obtained, and the date upon which the security interest was perfected are as follows:

Creditor has attached copies of all security agreements, financing statements, titles, and other perfection documents necessary to prove the validity of its security interest to its Proof of Claim on file herein, as required by Mont. LBR 4001-1.

(e) A description of Creditor's collateral, including its location, is as follows:

(f) The fair market value of Creditor's collateral is \$ _____.

(g) A description of, and the amounts due upon, any other security interests which have priority over that of Creditor are as follows:

(h) If the Debtor(s) is in default, the number of defaulted installments and the total amount in default are as follows: _____

(i) This Stipulation is made under and pursuant to the following subsection of 11 U.S.C. § 362: _____.

(j) Other facts which are relevant to this Stipulation are as follows:

3. Creditor agrees that in the event the Court grants the relief sought by this Stipulation, Creditor will seek foreclosure and liquidation of the above-described collateral in accordance with applicable non-bankruptcy law. Upon disposition of such collateral, Creditor shall account for all proceeds to the Court, and trustee if applicable, and agrees to turn over any proceeds in excess of Creditor's allowed secured claim to the Court, or trustee if applicable.

WHEREFORE, the undersigned Creditor, Debtor(s) and Trustee, if applicable, hereby stipulate that the Court may modify the stay in accordance with the terms of this Stipulation.

DATED this ____ day of _____, 200_.

Name of Creditor: _____

By: _____
Creditor or Attorney for Creditor

By: _____
Debtor(s) or Attorney for Debtor(s)

By: _____
Trustee (if applicable)

CERTIFICATE OF SERVICE

(Must comply with Mont. LBR 9013-1(c), by reflecting the name and address of each party served, and by being signed “under penalty of perjury.”)

Mont. LBF 8-A. Stipulation to Modify Stay.

Name of Attorney/Party in Interest
Address
Phone Number
[If applicable:
(Attorney for _____)
State Bar I.D. Number _____]

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MONTANA

In re) Case No.
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)
)
)
)
Debtor(s))

STIPULATION TO MODIFY STAY

The undersigned Creditor, _____, the above-named Debtor(s), and the trustee, if applicable, hereby stipulate as follows:

1. The Debtor(s) filed a Petition in this Court under Chapter ____ of the Bankruptcy Code on the ____ day of _____, 200_.

2. Creditor is the holder of a secured claim against the Debtor(s), and pursuant to Mont. LBR 4001-1, provides the following information:

- (a) The present balance owing to Creditor, excluding any precomputed interest or other unearned charges, is \$ _____.
- (b) The date upon which the subject debt was incurred was _____.
- (c) Creditor holds a security interest or lien upon the following described property of the estate:

- (d) The nature of Creditor’s security interest, the date upon which the security interest was obtained, and the date upon which the security interest was perfected are as follows:

Creditor has attached copies of all security agreements, financing statements, titles, and other perfection documents necessary to prove the validity of its security interest to its Proof of Claim on file herein, as required by Mont. LBR 4001-1.

(e) A description of Creditor's collateral, including its location, is as follows:

(f) The fair market value of Creditor's collateral is \$ _____.

(g) A description of, and the amounts due upon, any other security interests which have priority over that of Creditor are as follows:

(h) If the Debtor(s) is in default, the number of defaulted installments and the total amount in default are as follows: _____

(i) This Stipulation is made under and pursuant to the following subsection of 11 U.S.C. § 362: _____.

(j) Other facts which are relevant to this Stipulation are as follows:

3. Creditor agrees that in the event the Court grants the relief sought by this Stipulation, Creditor will seek foreclosure and liquidation of the above-described collateral in accordance with applicable non-bankruptcy law. Upon disposition of such collateral, Creditor shall account for all proceeds to the Court, and trustee if applicable, and agrees to turn over any proceeds in excess of Creditor's allowed secured claim to the Court, or trustee if applicable.

WHEREFORE, the undersigned Creditor, Debtor(s) and Trustee, if applicable, hereby stipulate that the Court may modify the stay in accordance with the terms of this Stipulation.

DATED this ____ day of _____, 200_.

Name of Creditor: _____

By: _____
Creditor or Attorney for Creditor

By: _____
Debtor(s) or Attorney for Debtor(s)

By: _____
Trustee (if applicable)

CERTIFICATE OF SERVICE

(Must comply with Mont. LBR 9013-1(c), by reflecting the name and address of each party served, and by being signed “under penalty of perjury.”)