

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO

In re: _____) Case No. _____
_____)
_____) Chapter _____
_____)
Debtor(s)) Judge _____
)
) MOTION OF
) _____
) FOR RELIEF FROM STAY
) _____
) _____
) _____
) _____
) _____
) _____

_____ (the “Movant”) moves this Court, under Bankruptcy Code §§ 361, 362, 363, and other sections of Title 11 of the United States Code, under Federal Rules of Bankruptcy Procedure 4001 and 6007, and under [Local Bankruptcy Rule 4001-1](#) for an order conditioning, modifying or dissolving the automatic stay imposed by Bankruptcy Code § 362. _____

MEMORANDUM IN SUPPORT

1. The Court has jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b)(2). The venue of this case and this motion is proper under 28 U.S.C. §§ 1408 and 1409.

2. On _____, the _____
_____ obtained a loan from _____ in the amount of _____.
Such loan was evidenced by a _____ dated _____
(the “Note”), a copy of which is attached as Exhibit A.

3. To secure payment of the Note and performance of the other terms contained in it, the _____ executed a Security Agreement in favor of _____ dated _____ (the "Security Agreement"). The Security Agreement granted a lien on the _____ owned by _____ (the "Collateral"). The Collateral is more fully described in the Security Agreement (check one):

attached as Exhibit B;

OR

contained in the Note, attached as Exhibit A.

4. The lien created by the Security Agreement was duly perfected by (check all that apply):

Filing of the Security Agreement in the office of the _____ County Recorder on _____.

Filing of the UCC-1 Financing Statement in the office of _____ on _____.

Notation of the lien on the Certificate of Title.

Other (state with particularity) _____.

A copy of the recorded Security Agreement, UCC-1 Financing Statement, Certificate of Title or other document, as applicable, is attached as Exhibit _____. Based on _____, the lien is the _____ lien on the Collateral.

5. The entity in possession of the original Note as of the date of this motion, is _____

6. The entity servicing the loan is: _____.

7. The Note was transferred, as evidenced by the following:

a. If the Collateral is real estate:

i. Under Uniform Commercial Code § 3-203(a) as applicable under state law in effect where the property is located, from the original lender:

N/A.

OR

By endorsement on the Note,
payable to _____.

OR

By blank endorsement on the Note.

OR

By allonge attached to the Note,
payable to _____.

OR

By blank allonge, attached to the Note.

OR

The Note is not endorsed to the Movant, or is not endorsed in blank with an allegation that the Movant is in possession of the original Note. The factual and legal basis upon which the Movant is entitled to bring this motion is (explain with particularity and attach supporting documentation):

_____.

OR

- By endorsement on the Note or by allonge attached to the Note, through a power of attorney. If this box is checked, a copy of the power of attorney is attached as Exhibit _____. Explain why it provides Movant the authority to endorse the Note:

_____.

- <ii. Under Uniform Commercial Code § 3-203(a) as applicable under state law in effect where the property is located, from the _____ to < _____>

_____.>

- <iii. A court has already determined that Movant has the ability to enforce the Note with a judgment dated _____ in the _____ . A copy of the judgment is attached at Exhibit _____.>

- <iv. Other _____>
_____.

b. If the Collateral is not real estate (check one):

- N/A.

OR

- From the original lender to _____
by _____

_____.

8. The Security Agreement was transferred as follows (check one):

- N/A.

OR

- From the original lender, mortgagee, or mortgagee's nominee on _____ to _____. The transfer is evidenced by the document(s) attached to this Motion as Exhibit ____.
- _____
- _____
- _____

9. The value of the Collateral is _____. This valuation is based on _____

_____.

10. As of the date of this Motion, there is currently due and owing on the Note the outstanding principal balance of _____, plus interest accruing thereon at the rate of _____ per annum [\$_____ PER DAY] from _____, as described in more detail on the worksheet. The total provided in this paragraph cannot be relied upon as a payoff quotation.

11. The amount due and owing on the Note as set forth in paragraph 10 _____ include a credit for the sum held in a suspense account by the Movant. The amount of the credit is _____.

12. Other parties known to have an interest in the Collateral besides the debtor(s), the Movant, and the trustee are (check all that apply):

- N/A.
- The _____ County Treasurer, for real estate taxes, in the amount of \$_____.
- _____.
- _____
- _____
- _____.

13. The Movant is entitled to relief from the automatic stay under Bankruptcy Code

§ 362(d) for these reason(s) (check all that apply):

- Debtor has failed to provide adequate protection for the lien held by the Movant for these reasons: _____
_____.
- Debtor has failed to keep the Collateral insured as required by the Security Agreement.
- Debtor has failed to keep current the real estate taxes owed on the Collateral.
- Debtor has failed to make periodic payments to Movant for the months of _____, which unpaid payments are in the aggregate amount of _____ through _____. The total provided in this paragraph cannot be relied upon as a reinstatement quotation.
- Debtor has no equity in the Collateral, because the Collateral is valued at _____, and including the Movant's lien, there are liens in an aggregate amount of _____ on the Collateral.
- Other cause (set forth with specificity): _____

14. Movant has completed the worksheet, attached as Exhibit _____.

< 15. Movant is entitled to an order directing the trustee to abandon the Collateral under

11 U.S.C. §554(b) for these reasons (check all that apply):

- The Collateral is burdensome to the estate because _____

_____.
- The Collateral is of inconsequential value and benefit to the estate because upon liquidation of the Collateral no proceeds will remain for the benefit of the estate. >

WHEREFORE, Movant prays for an order from the Court:

- (a) granting Movant relief from the automatic stay of Bankruptcy Code § 362 to permit Movant to proceed under applicable nonbankruptcy law; <AND>

<(b) AUTHORIZING AND DIRECTING THE CHAPTER 7 TRUSTEE TO
ABANDON THE COLLATERAL UNDER BANKRUPTCY CODE § 554. >

Respectfully submitted,

/s/ _____

Attorney for Movant

CERTIFICATE OF SERVICE

The undersigned certifies that on _____, a true and correct copy of the foregoing
_____ was
served via the Court's electronic case filing system on the following who are listed on the
Court's Electronic Mail Notice List:

and by regular U.S. mail, postage prepaid, to:

_____.

/s/ _____
