

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

**IMPORTANT NOTICE TO THE BAR AND PUBLIC
CONCERNING ADOPTION OF MANDATORY
LOCAL FORM NOTICE OF MORTGAGE FORBEARANCE**

On May 1, 2020, the Court entered *General Order Regarding Forbearance Agreements in Relation to the Coronavirus Aid, Relief, and Economic Security (CARES) Act* to clarify the procedures for implementing mortgage forbearance agreements in pending chapter 13 cases.

In connection with the General Order, please be advised that the Court has finalized and adopted the attached mandatory Local Form *Notice of Mortgage Forbearance*, which is required when filing a mortgage forbearance agreement. This Local Form *Notice of Mortgage Forbearance* has been posted on the Court's website. Parties who fail to submit the mandatory Local Form will be asked to resubmit the correct form.

Please refer to the General Order and related Notice to the Bar and Public (dated May 1, 2020) for further details, including guidance on utilizing the Notice of Mortgage Forbearance event in CM/ECF.

Local Form *Notice of Mortgage Forbearance* is attached and is also available on the Court's website, njb.uscourts.gov.

Dated: May 5, 2020

Jeanne A. Naughton, Clerk

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1

In Re:

Case No.: _____

Chapter: _____

Judge: _____

NOTICE OF MORTGAGE FORBEARANCE

The undersigned is the Attorney for Creditor _____ in this matter. On or about _____, 2020, the Creditor was advised that the Debtor(s)' mortgage loan ending in _____ ("subject mortgage loan"), secured by real property described as _____, has been impacted by COVID-19. Pursuant to State and/or Federal guidelines, a forbearance has been offered, the terms of which are as follows:

1. The parties agree to a forbearance period of _____ (enter number of days) and have elected to not tender mortgage payments to Creditor that would come due on the subject mortgage loan starting _____(mm/dd/yy) through _____(mm/dd/yy).
2. Debtor(s) will resume mortgage payments beginning _____ (mm/dd/yy) and will be required to cure the delinquency created by the forbearance period ("forbearance arrears").

3. The payment amount currently is \$_____.

4. The Creditor, at this time, does not waive any rights to collect the payments that come due during the forbearance period or any payments that were due and owing prior to the forbearance period. Creditor does not waive its rights under the terms of the note and mortgage or under other applicable non-bankruptcy laws and regulations, including, but not limited to, RESPA, and the right to collect on any post-petition escrow shortage.

5. The Creditor does not waive its rights to seek relief from the automatic stay for reasons other than non-payment of the mortgage, including, but not limited to, a lapse in insurance coverage or payment of property taxes.

6. The Debtor(s) do not waive any rights upon expiration of the forbearance period. Prior to the expiration of the forbearance period, however, the Debtor(s) must take the following affirmative steps to address the status of the subject mortgage loan including, but not limited to: (a) bringing the account post-petition current; (b) requesting extension of the forbearance period; (c) applying for loss mitigation; and/or (d) amending the Chapter 13 Plan.

7. Any objection to this Notice must be filed and served not later than 14 days after the filing of the Notice. The Court may conduct a hearing on the objection.

This Notice is intended to disclose a temporary forbearance of the Debtor(s)' obligation to remit post-petition payments for the forbearance period. Nothing within this Notice should be construed to alter any rights, duties, or deadlines that are not related to the remittance of post-petition mortgage payments.

Date: _____

Signature

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