

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF NEW YORK

IN RE: CASE ADMINISTRATION
UNDER THE CARES ACT

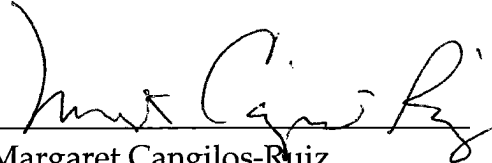
ADMINISTRATIVE ORDER 20-05

Pursuant to § 4022 (b) of the Coronavirus Aid, Relief, and Economic Security Act¹ (the "CARES Act"), "a borrower with a Federally backed mortgage loan experiencing a financial hardship due, directly or indirectly, to the COVID-19 emergency may request forbearance on the Federally backed mortgage loan" through the servicer. Because transparency of a debtor's financial matters is imperative to the proper administration of a bankruptcy case, it is

ORDERED that, effective immediately, any mortgage holder or servicer ("Creditor") who enters into a forbearance agreement with a debtor shall file on the case docket a Notice of Mortgage Forbearance, a copy of which is attached as Exhibit "A" and available on the court's website; and, it is further

ORDERED that communication with a debtor by a Creditor regarding the forbearance agreement, and how the suspended payments subject to the forbearance agreement will be addressed in the long-term, shall not be considered a violation of the automatic stay under 11 U.S.C. § 362.

Dated: May 22, 2020
Syracuse, New York


Margaret Cangilos-Ruiz
Chief United States Bankruptcy Judge

¹ P.L. 116-136, 134 Stat. 281 (2020)

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF NEW YORK

In re:

Debtor(s).

Case No.:

Chapter

NOTICE OF MORTGAGE FORBEARANCE AND CERTIFICATE OF SERVICE

Servicer Name: _____

Bankruptcy Court Claim No.: _____

Effective Date of Forbearance: _____, 2020

Number of monthly payments in forbearance period: _____

Date monthly mortgage payments must recommence: _____, 20__

Special Terms (i.e. partial forbearances, etc.): _____

[SERVICER NAME] ("SERVICER") hereby provides notice that because of financial hardship due directly or indirectly from the COVID-19 emergency, the Debtor¹ has requested, and SERVICER has granted a temporary suspension of mortgage payments.

During the period of forbearance, all terms and provisions of the mortgage note and security instrument, other than the payment obligations, will remain in full force and effect unless otherwise adjusted by the Court or through a loan modification, and no fees, penalties, or interest beyond the amounts scheduled or calculated as if the Debtor made all contractual payments on time and in full under the terms of the mortgage contract, shall accrue on the Debtor's account.

During the period of forbearance and thereafter, SERVICER will work with the Debtor, the Debtor's attorney (if applicable) and the trustee to reach an agreement as to how the suspended payments will be repaid. Possible resolutions shall include, but shall not be limited to, (1) deferral of the payments subject to the forbearance agreement to the end of the Debtor's mortgage loan term, (2) repayment during the term of the bankruptcy

¹ In a joint case, any reference to "Debtor shall mean "Debtors."

case through modification of the Debtor's plan, (3) modification of the Debtor's mortgage loan through the Court's loss mitigation program or otherwise. If an agreement has not been reached, SERVICER, Debtor or the trustee may request a conference with the Court using the Request for Forbearance Conference form available on the Court's website.

Dated: _____ Signature: _____
Name
Firm
Attorney(s) for [Creditor]
Address
Telephone Number
Email Address
N.D.N.Y. Bar Roll Identification No.

CERTIFICATE OF SERVICE

I, _____, hereby certify that on _____, I electronically filed the foregoing Notice of Mortgage Forbearance with the Clerk of the Court for the United States Bankruptcy Court for the Northern District of New York by using the CM/ECF system. Participants in the case who are registered CM/ECF users will be served by the CM/ECF system.

I further certify that some of the participants in the case are not CM/ECF users. I have mailed the foregoing document by First-Class Mail, postage prepaid, or have dispatched it to a third-party commercial carrier for delivery within 3 calendar days, to the following non-CM/ECF participants:

Name _____
Address _____
Name _____
Address _____
Name _____
Address _____

Dated: _____ Signature _____