**LMM Form 3 September 2021**

**SUPPLEMENTAL AGREEMENT TO ATTORNEY-CLIENT AGREEMENT FOR CHAPTER 13 BANKRUPTCY SERVICES AND LIMITED POWER OF ATTORNEY FOR PARTICIPATION IN BANKRUPTCY COURT LOAN MODIFICATION MANAGEMENT PROGRAM**

**(“Contract for Representation in LMM”)**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereunder referred to as the “Client,” retain and employ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Law Firm”) for representation in trying to obtain a mortgage modification during my Chapter 13 Bankruptcy under the Bankruptcy Court’s Loan Modification Management Program (“LMM Program”).

**Scope of Contract**

1. Client hereby retains Law Firm to represent him/her under the Bankruptcy Court’s LMM Program in their current and active Chapter 13 bankruptcy proceeding. Specifically, the Law Firm will:
   1. Review all documents and history of loans and give the Client an analysis of his/her situation with available options and advise whether seeking a loan modification is advisable and feasible;
   2. Gather from the Client all necessary documents and information required under the LMM Program, prepare and upload the documents to the LMM Portal, and assist the Client in responding to requests for further documentation and information;
   3. Appear at all court hearings, mediations, facilitation meetings, etc., file all pleadings as required by the LMM Program, respond to all requests from the LMM Facilitator and the Creditor, and negotiate with the Client’s Creditor to try to obtain a loan modification; and
   4. Advise the Client regarding acceptance of any loan modification offered and seek approval and implementation of the Client’s choice based upon this discussion, including seeking allowance of that option and payment of attorney’s fees and costs through the Client’s Chapter 13 plan.
2. . The Client agrees that:

a. The attorney’s fees for the Law Firm’s representation in the LMM program will be $ to seek a modification of the Client’s mortgage through the Chapter 13 case and shall be payable to the Law Firm. These fees and any related costs will be collected through the Chapter 13 plan. Absent a contrary determination by the Bankruptcy Court, the fees will be awarded as follows: $1000 upon entry of an Order for Loan Modification Management (LMM Form 4); $500 upon entry of an Order Approving Trial Loan Modification (LMM Form 13); and $500 or the remainder of the total fee upon entry of an Order Granting Motion to Authorize Final Loan Modification (LMM Form 16). **ALL ATTORNEY’S FEES AND COSTS ARE NON-REFUNDABLE. This fee is for EACH mortgage the Client attempts to modify. Any additional mortgage modifications will be charged an additional fee at the same amount for each mortgage to be modified.**

b. There shall be additional fees due in the amount of $370 for the participation in the LMM Program. This includes one-half of the Facilitator Fee, the Document Preparation Software Fee, and the Portal Submission Fee. **ALL FEES ARE NON-REFUNDABLE, and they are for EACH mortgage that the Client attempts to modify. Any additional mortgage modifications will be charged fees at the same amount for each mortgage to be modified.** Further, even if a Motion for Loan Modification Management (“Motion for LMM”) is timely filed, the Client understands that the Creditor may object and that the Creditor cannot be compelled to participate in the LMM Program.

3. The Client understands that once the Order for Loan Modification Management is entered by the court, the Client must begin Adequate Protection Payments to the Creditor. The Adequate Protection Payments will be made through the Chapter 13 plan. The payments will be in an amount equal to 80% of the contractual principal and interest payment plus one-twelfth of the annual escrow amounts for property taxes and insurance (including mortgage insurance, if applicable).

4. The Client understands that there is **NO LEGAL RIGHT TO A LOAN MODIFICATION UNDER ANY APPLICABLE LAW IN THE UNITED STATES**. Therefore, the outcome of the LMM Program is uncertain. The Law Firm makes no representations as to the outcome. The Client understands that the amount of the Adequate Protection Payments is just an estimated payment and any final modification offered by the mortgage company may vary substantially.

5. The Client understands that it is his/her responsibility to obtain homeowners insurance, flood insurance, and any other required insurance under the terms of the mortgage. Failure to maintain the necessary insurance will jeopardize the probability of success in obtaining a loan modification.

6. The Client understands that he/she must provide all required documentation to the Law Firm within 72 hours of request. There may be substantial requests for documentation. The failure to provide this documentation will result in the denial of your loan modification.

7. The Client understands that he/she must attend such LMM Conferences as the Facilitator may schedule.

8. The Client understands that all owners of the property and all parties on the original promissory note must participate in the LMM Program, including attending the LMM Conferences. Their failure to do so will jeopardize the probability of success in obtaining a loan modification. These parties are not required to file bankruptcy to participate.

9. All terms of the original retainer agreement shall remain in full force and effort and shall not be altered by the execution of this agreement.

**THE ENTIRE CONTRACT BETWEEN US IS CONTAINED IN THIS AGREEMENT. CLIENT HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ AND FULLY UNDERSTANDS EACH AND EVERY PART OF THIS AGREEMENT, AGREES TO THE TERMS CONTAINED HEREIN, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.**

Date:

Client/Debtor

Date: Joint Client/Debtor

Date: Attorney