

UNITED STATES BANKRUPTCY COURT

Eastern District of California

**Honorable Ronald H. Sargis**

Bankruptcy Judge  
Sacramento, California

June 2, 2015 at 1:30 p.m.

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1. **13-32136-E-13 ADAM SILBER MOTION FOR RELIEF FROM  
APN-1 Peter G. Macaluso AUTOMATIC STAY  
4-30-15 [[32](#)]  
HYUNDAI LEASE TITLING TRUST  
VS.**

**Tentative Ruling:** The Motion for Relief From the Automatic Stay has been set for hearing on the notice required by Local Bankruptcy Rule 9014-1(f)(1).

Oral argument may be presented by the parties at the scheduled hearing, where the parties shall address the issues identified in this tentative ruling and such other issues as are necessary and appropriate to the court's resolution of the matter.

**Below is the court's tentative ruling.**

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Local Rule 9014-1(f)(1) Motion - Hearing Required.

Correct Notice Provided. The Proof of Service states that the Motion and supporting pleadings were served on Debtor, Debtor's Attorney, Chapter 13 Trustee, and Office of the United States Trustee on April 30, 2015. By the court's calculation, 33 days' notice was provided. 28 days' notice is required.

The Motion for Relief From the Automatic Stay has been set for hearing on the notice required by Local Bankruptcy Rule 9014-1(f)(1). Respondent and other parties in interest filed written opposition at least 14 days prior to the hearing as required by Local Bankruptcy Rule 9014-1(f)(1). Thus, oral arguments may be presented by the parties at the scheduled hearing, where the parties shall address the issues identified in this tentative ruling and such other issues as are necessary and appropriate to the court's resolution of the matter.

**The Motion for Relief From the Automatic Stay is denied without prejudice as moot, the automatic stay having been modified by confirmation of the Chapter 13 Plan in this case.**

Adam Eric Silber ("Debtor") commenced this bankruptcy case on September 16, 2013. Hyundai Lease Titling Trust ("Movant") seeks relief from the automatic stay with respect to an asset identified as a 2012 Kia Optima, VIN ending in 8730 (the "Vehicle") which is being leased to the Debtor. The moving party has provided the Declaration of Efrain Navarro to introduce evidence to authenticate the documents upon which it bases the claim and the obligation owed

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by the Debtor.

The Navarro Declaration provides testimony that Debtor has not made 3 post-petition payments, with a total of \$635.45 in post-petition payments past due. The Declaration also states that the Debtor will become due for the sum of \$254.90 on May 2, 2015.

From the evidence provided to the court, and only for purposes of this Motion for Relief, the debt secured by this asset is determined to be \$15,360.24, as stated in the Navarro Declaration. While stated to be a "lease," Movant acknowledges that this amount includes the purchase option with this contract.

#### **DEBTOR'S OPPOSITION**

Debtor has filed an opposition to the instant Motion on May 14, 2015. Dckt. 38. The Debtor asserts that he is current with the lease payments for the Vehicle, and the contract with Movant has been assumed. Debtor has attached exhibits as evidence that the payments are current and no past due balance is owed. Dckt. 40. Debtor states that he made a payment, in the amount of \$1,180.50, on May 8, 2015 and thus his payments are current, with a payment due on June 2, 2015.

#### **TRUSTEE'S RESPONSE**

David Cusick, the Chapter 13 Trustee, filed a response to the instant Motion on May 19, 2015. The Trustee states that the Debtor is current under the confirmed plan. Trustee states that the Debtor, to date, has paid a total of \$9,025.00.

#### **RULING**

The court maintains the right to grant relief from stay for cause when a debtor has not been diligent in carrying out his or her duties in the bankruptcy case, has not made required payments, or is using bankruptcy as a means to delay payment or foreclosure. *In re Harlan*, 783 F.2d 839 (B.A.P. 9th Cir. 1986); *In re Ellis*, 60 B.R. 432 (B.A.P. 9th Cir. 1985).

The court recognizes that Debtor has failed to make timely payments. Dckt. 35, Exhibit E. However, the existence of defaults in post-petition payments by itself does not guarantee Movant will obtain relief from the automatic stay. Here, Debtor testifies that he made a payment of \$1,180.50 on May 8, 2015. Declaration, Dckt. 39. This is approximately four payments as identified by Creditor.

What Debtor does not address is that a significant default occurred notwithstanding the plan in this case. The confirmed Chapter 13 Plan provides for the payment of the Kia Motors Finance lease to be assumed. Plan ¶ 3.02, Dckt. 5. The Plan further provides that by assuming the lease,

- a. "Debtor shall pay directly to the other party to the executory contract or unexpired lease, before and after confirmation, all post-petition payments." Plan ¶ 3.01, *Id.*
- b. "Unless a different treatment is required by 11 U.S.C. § 365(b)(1)

and is set out in the Additional Provisions, pre-petition arrears shall be paid in full. The monthly dividend payable on account of those arrears is specified in the table below." *Id.*

- c. "Upon confirmation of the plan, all bankruptcy stays are modified to allow the nondebtor party to an unexpired lease to [1] obtain possession of leased property, [2] to dispose of it under applicable law, and [3] to exercise its rights against any nondebtor in the event of a default under applicable law or contract. Plan ¶ 3.02, *Id.*

The Debtor's expenses include the payment for this lease. Schedule J, Dckt. 1 at 30; Amended Schedule J, Dckt. 23 at 9. Debtor lists the Kia as his only vehicle, stating that the interest is "Lease Only Not Ownership." Schedule B, Dckt. 1 at 18; Schedule G, *Id.* at 26.

The confirmation of the Chapter 13 Plan has modified the automatic stay to allow Movant to exercise its rights in the vehicle. The Motion does not state that an order is necessary to clarify any disagreements concerning the automatic stay or contention by Debtor that notwithstanding confirmation of the Plan the automatic stay has not been modified.

Therefore, the Motion is denied without prejudice.

The court shall issue a minute order substantially in the following form holding that:

Findings of Fact and Conclusions of Law are stated in the Civil Minutes for the hearing.

The Motion for Relief From the Automatic Stay filed by Hyundai Lease Titling Trust ("Movant") having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

**IT IS ORDERED** the Motion is denied without prejudice as moot, the automatic stay having been modified by confirmation of the plan to allow the "the nondebtor party to an unexpired lease to [1] obtain possession of leased property, [2] to dispose of it under applicable law, and [3] to exercise its rights against any nondebtor in the event of a default under applicable law or contract." Plan ¶ 3.02, Dckt. 5; Order confirming plan, Dckt. 29.

2. [15-22644-E-13](#) DANIEL/MERCEDES RIGGLEMAN MOTION FOR RELIEF FROM  
MBW-2 Scott J. Sagaria AUTOMATIC STAY  
5-15-15 [[31](#)]

SAFE CREDIT UNION VS.

**Tentative Ruling:** The Motion for Relief From the Automatic Stay was properly set for hearing on the notice required by Local Bankruptcy Rule 9014-1(f)(2). Consequently, the Debtor, Creditors, the Trustee, the U.S. Trustee, and any other parties in interest were not required to file a written response or opposition to the motion. If any of these potential respondents appear at the hearing and offers opposition to the motion, the court will set a briefing schedule and a final hearing unless there is no need to develop the record further. If no opposition is offered at the hearing, the court will take up the merits of the motion.

Oral argument may be presented by the parties at the scheduled hearing, where the parties shall address the issues identified in this tentative ruling and such other issues as are necessary and appropriate to the court's resolution of the matter.

**Below is the court's tentative ruling, rendered on the assumption that there will be no opposition to the motion. If there is opposition presented, the court will consider the opposition and whether further hearing is proper pursuant to Local Bankruptcy Rule 9014-1(f)(2)(iii).**

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Local Rule 9014-1(f)(2) Motion.

Correct Notice Provided. The Proof of Service states that the Motion and supporting pleadings were served on Debtor, Debtor's Attorney, Chapter 13 Trustee, and Office of the United States Trustee on May 15, 2015. By the court's calculation, 18 days' notice was provided. 14 days' notice is required.

The Motion for Relief From the Automatic Stay was properly set for hearing on the notice required by Local Bankruptcy Rule 9014-1(f)(2). The Debtor, Creditors, the Trustee, the U.S. Trustee, and any other parties in interest were not required to file a written response or opposition to the motion. At the hearing -----.

**The Motion for Relief From the Automatic Stay is granted.**

Safe Credit Union ("Movant") seeks relief from the automatic stay with respect to the real property commonly known as 6822 Southwood Way, Sacramento, California (the "Property"). Movant has provided the Declaration of Noelle Robbins to introduce evidence to authenticate the documents upon which it bases the claim and the obligation secured by the Property. FN 1.

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FN.1. The court notes that while the Movant's Motion states the grounds for relief under 11 U.S.C. § 362(d)(1), the Motion instructs the court to refer to

the notice, points and authorities, supporting declaration, summary sheet, and exhibits to find the actual argument for the relief. Fed. R. Bankr. P. 9013 requires that the Movant state with particularity the grounds for which relief is sought. As such, the court will only grant relief which is specifically pleaded in the Movant's Motion.

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David Cusick, the Chapter 13 Trustee, filed a response on May 19, 2015. Dckt. 39. The Trustee states that the Debtor is delinquent \$1,910.00 in plan payments and have paid \$0.00 into the plan to date.

Under 11 U.S.C. § 541(a)(1), property of the estate includes all interests of the debtor in property as of the commencement of the case. The Robbins Declaration provides testimony that the Property was foreclosed upon and sold March 19, 2015. Daniel and Mercedes Riggleman ("Debtor") subsequently filed for bankruptcy, March 31, 2015. Because the Property was sold before commencement of Debtor's case, Debtor had no interest in the Property at the time of filing, and the Property is not property of the estate.

Based upon the evidence submitted, the court determines that there is no equity in the property for either the Debtor or the Estate due to the Property being sold prior to the bankruptcy being filed, establishing cause. 11 U.S.C. § 362(d)(1).

Movant has presented a colorable claim for title to and possession of this real property. As stated by the Bankruptcy Appellate Panel in *Hamilton v. Hernandez*, No. CC-04-1434-MaTK, 2005 Bankr. LEXIS 3427 (B.A.P. 9th Cir. Aug. 1, 2005), relief from stay proceedings are summary proceedings which address issues arising only under 11 U.S.C. Section 362(d). *Hamilton*, 2005 Bankr. LEXIS 3427 at \*8-\*9 (citing *Johnson v. Righetti (In re Johnson)*, 756 F.2d 738, 740 (9th Cir. 1985)). The court does not determine underlying issues of ownership, contractual rights of parties, or issue declaratory relief as part of a motion for relief from the automatic stay Contested Matter (Fed. R. Bankr. P. 9014).

The court shall issue an order terminating and vacating the automatic stay to allow Safe Credit Union, and its agents, representatives and successors, to exercise its rights to obtain possession and control of the real property commonly known as 6822 Southwood Way, Sacramento, California, including unlawful detainer or other appropriate judicial proceedings and remedies to obtain possession thereof.

Movant neither states grounds or requests in the Motion a waiver of the 14-day stay of enforcement that arises pursuant to Federal Rule of Bankruptcy Procedure 4001(a)(3). Even if the court were to waive the basic pleading requirements for motions (Fed. R. Bankr. P. 9013) and treat the Points and Authorities as the "motion," the grounds stated for waiver of the 14-day stay consists of arguing, "For the reasons expressed above..." Movant requests that the stay be waived. Even if stated in the Motion, the court declines the opportunity to state grounds for a party and advocate for one party over the other. To the extent that the "grounds" should be "obvious" because they are so simple, Movant could have clearly stated with particularity what grounds go with the non-pleaded request for this relief.

No other or additional relief is granted by the court.

The court shall issue an order substantially in the following form holding that:

Findings of Fact and Conclusions of Law are stated in the Civil Minutes for the hearing.

The Motion for Relief From the Automatic Stay filed by Safe Credit Union ("Movant") having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

**IT IS ORDERED** that the automatic stay provisions of 11 U.S.C. § 362(a) are vacated to allow Safe Credit Union and its agents, representatives and successors, to exercise and enforce all nonbankruptcy rights and remedies to obtain possession of the property commonly known as 6822 Southwood Way, Sacramento, California.

**IT IS FURTHER ORDERED** that the fourteen (14) day stay of enforcement provided in Rule 4001(a)(3), Federal Rules of Bankruptcy Procedure, is not waived.

No other or additional relief is granted.

3. [11-48055](#)-E-13 CURTIS HEIGHER  
PLC-7 Peter L. Cianchetta

CONTINUED OBJECTION TO NOTICE  
OF MORTGAGE PAYMENT CHANGE  
AND/OR MOTION FOR COMPENSATION  
BY THE LAW OFFICE OF CIANCHETTA  
AND ASSOCIATES FOR PETER  
CIANCHETTA, DEBTOR'S ATTORNEY  
2-9-15 [[100](#)]

**No Tentative Ruling:** The Objection to Notice of Mortgage Payment Change has been set for hearing on the notice required by Local Bankruptcy Rule 9014-1(f)(1). The failure of the respondent and other parties in interest to file written opposition at least 14 days prior to the hearing as required by Local Bankruptcy Rule 9014-1(f)(1)(ii) is considered to be the equivalent of a statement of nonopposition. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995).

Oral argument may be presented by the parties at the scheduled hearing, where the parties shall address the issues identified in this tentative ruling and such other issues as are necessary and appropriate to the court's resolution of the matter.

**Below is the court's tentative ruling.**

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Local Rule 9014-1(f)(1) Motion.

Correct Notice Provided. The Proof of Service states that the Motion and supporting pleadings were served on Chapter 13 Trustee, Creditor, and Office of the United States Trustee on February 9, 2015. By the court's calculation, 78 days' notice was provided. 28 days' notice is required.

The Objection to Notice of Mortgage Payment Change has been set for hearing on the notice required by Local Bankruptcy Rule 9014-1(f)(1). The failure of the respondent and other parties in interest to file written opposition at least 14 days prior to the hearing as required by Local Bankruptcy Rule 9014-1(f)(1)(ii) is considered to be the equivalent of a statement of nonopposition. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. *See Law Offices of David A. Boone v. Derham-Burk (In re Eliapo)*, 468 F.3d 592, 602 (9th Cir. 2006). Therefore, the defaults of the non-responding parties and other parties in interest are entered.

**The Objection to Notice of Mortgage Payment Change is  
XXXXX.**

Curtis Heigher ("Debtor") filed the instant Objection to Notice of Mortgage Payment Change and Request for Attorney's Fees on February 9, 2015. Dckt. 100.

The Debtor states that the confirmed Chapter 13 plan calls for payments to Wells Fargo Bank, N.A. ("Creditor"), who holds the first deed of trust on the Debtor's residence, of \$1,454.00. Creditor's Proof of Claim No. 7 called for ongoing mortgage payments of \$1,358.02 through February 15, 2012 and \$1,364.99 thereafter. The claim also included arrears of about \$9,980.76.

The Creditor filed a Notice of Payment Change on October 13, 2014. The Debtor filed an Objection to the Notice of Mortgage Payment. Dckt. 84. The court sustained the objection and ordered that:

[t]he stated changes in the required escrow payments in excess of \$1,531.67 (\$1,117.43 Minimum Payment and \$414.24 Escrow Payment) are disallowed. This disallowance is without prejudice to Wells Fargo Bank, N.A., or its successor from providing notice of such future, prospective changes allowed or required under the Note and Deed of Trust upon which Proof of Claim No. 7-1 in this case is based, however, such changes shall not be based on any amounts, asserted defaults, or expenses which predate the date of this order.

December 12, 2014 Order, Dckt. 96.

The Creditor filed a Notice of Mortgage Payment Change on January 9, 2015. The Notice states that the current monthly payment includes a minimum payment of \$1,436.69 and states that the escrow payment should be \$569.17 total per month (\$495.39 plus \$73.78 for shortage). The attached escrow analysis to the Notice begins with an actual positive balance of \$386.83 in November 2014, with an actual payment in November 2014 into escrow of \$402.21. For December 2014, there was an actual payment into escrow of \$0.85 and in January 2015 an actual payment into escrow of \$3,278.67. In January 2015, the actual balance in escrow was \$1,096.23.

The Debtor states in the Objection:

"[a]n analysis of the required escrow payments from February 2015 through January 2014 require payments of \$408.99 (6,004.11 - 1,096.23 = \$4,907.88 [/] 12 = \$4,08.99)."

Dckt. 100.

The Debtor argues that no explanation is offered as to the increase in the minimum payment for \$1,117.34 to \$1,436.69. The Debtor argues that the Creditor has not provided the new index the Creditor is using to determine the variable rate and the Debtor is unable to calculate the current payment due without it.

The Debtor asserts that the current minimum monthly payment maximum is \$1,201.21 and Escrow \$408.99 for a total payment of \$1,610.22. The Debtor notes that there is a post-petition deficiency caused by the Chapter 13 Trustee under paying the monthly ongoing mortgage payment and is addressing the same with an amended Chapter 13 plan.

#### **ORDER CONTINUING HEARING**

On March 31, 2015, the court continued the hearing to 1:30 p.m. on April 28, 2015, pursuant to a stipulation filed by the parties. Dckt. 108.

## TRUSTEE'S RESPONSE

The Trustee responds that based on the court's December 12, 2014 Order, the Trustee adjusted the monthly payment to Creditor to \$1,531.67 (the \$1,117.43 minimum principal and interest payment and a \$414.24 escrow payment).

The Trustee further notes that Debtor asserts that there has been a post-petition under payment of Creditor's claim totaling \$17,656.01 based on the Trustee having make the \$1,117.43 monthly payments since March 2012.

In the Response, Trustee provides the following summary of payments made to Creditor through the Chapter 13 Plan:

- a. The confirmed Chapter 13 Plan provides for a monthly payment to Creditor of \$1,454.00 (inclusive of taxes and insurance). Dckt. 5.
- b. In February 2012, the Trustee adjusted the payment to \$1,366.15 based on written correspondence from Creditor. See Exhibit 1, Letter, Dckt. 114, p.5. This correspondence from Creditor states:
  - i. New Mortgage Payment Effective 02/2012.....\$1,366.15
- c. In May 2012, the Trustee adjusted the payment to \$1,117.43 based on a letter dated March 16, 2012, from Creditor. Exhibit 2, *Id.* at 6. This correspondence states:
  - i. In accordance with the modification agreement, the interest rate will increase to 4.375% with the payment due on May 15, 2012, "with a monthly payment amount of \$1,117.43." *Id.*
  - ii. If further states, "If Wells Fargo pays the taxes and/or insurance, please refer to the monthly billing statement for the total payment amount with escrow." *Id.*
- d. The Trustee states that it was not sent a monthly billing statement by Creditor setting forth any escrow amounts to be paid in addition to the stated amount of \$1,117.43.
- e. The Trustee did not directly notify the Debtor of the payment change.
- f. For November 2014, Creditor sent a notice of mortgage payment change, increasing the monthly payment to \$1,859.23, increasing the escrow amount from \$402.21 to \$422.54. Exhibit 3, *Id.* at 9-14. The notice, *Id.* at p. 13, states that as of November 2014, Creditor computed an escrow under funding of \$2,889.84. [Using the \$402.21 "current escrow amount" shown on page 12 of this Exhibit, the under funding represents approximately 7 months of escrow payments.]
- g. Debtor objected to the Notice of Mortgage Payment Change, and

while the objection was pending the Trustee reduced the payments to the prior \$1,117.43 amount. The Trustee notified Debtor's counsel of this adjustment by correspondence dated November 18, 2014. Exhibit 4 (email), *Id.* at 15.

- h. Starting with January 2015, the Trustee continued to make the monthly payments of \$1,117.43 to Creditor based on the court's December 12, 2014 Order (Dckt. 96). This notice was given in writing to Debtor and Debtor's counsel, which included the court's December 12, 2014 Order. *Id.* at 16-19.
- i. The court's December 12, 2014 Order determined that the correct monthly payment for principal, interest, and escrow was \$1,531.67 (\$1,117.43 principal and interest, and \$414.24 for escrow payment) effective with the November 2014 payment and going forward.
- j. The Trustee reports that, as of filing the Response, \$42,876.58 had been disbursed to Creditor by the Trustee for post-petition mortgage payments. (First disbursement was June 29, 2012). The Trustee has also disbursed \$9,980.76 for payment on the pre-petition arrearage on Creditor's claim.
- k. The Trustee is uncertain of the Debtor's methodology in computing there being a \$17,656.10 escrow shortage.

#### **STIPULATION**

On April 24, 2015, the parties filed a stipulation requesting that the hearing be continued to 1:30 p.m. on June 2, 2015 and that the deadline to respond to the Objection be extended to May 19, 2015. Dckt. 116.

The court continued the hearing to 1:30 p.m. on June 2, 2015. The court further ordered that any response to the instant Objection be filed and served on or before May 19, 2015.

#### **TRUSTEE'S SUPPLEMENTAL RESPONSE**

The Trustee's Supplemental Response advises the court that no other parties have filed any further pleadings.

#### **CREDITOR'S OPPOSITION**

Creditor filed an Opposition on May 19, 2015. The evidence in opposition to the Objection to Notice of Mortgage Payment Change identified by Creditor is Proof of Claim No. 7 it has filed in this case. Creditor has filed 20 pages of Exhibits in opposition to the Objection, but has failed to provide testimony or other basis for some of these documents to be authenticated. Fed. R. Evid. 901, *et seq.*

The salient points advanced by Creditor in this Opposition to Objection to Notice of Mortgage Payment Change are:

- A. On October 13, 2014, Creditor issued a Notice of Mortgage Payment Change which reflected a total payment amount of

\$1,859.23. This Notice was filed with the court.

1. The Certificate of Service for the October 13, 2014 Notice states that it was served on the Debtor, Debtor's counsel, and the Trustee. *Id.* at 9.
- B. The court determined that the correct payment amount for the Notice of Mortgage Payment Change beginning in November 2014 was \$1,531.67. Order, Dckt. 96.
- C. On January 9, 2015, Creditor issued another Notice of Mortgage Payment Change (two months after issuing the October 13, 2014 Notice), increasing the total payment amount to \$2,005.86. The monthly escrow payment was increased \$422.54 to \$569.17 - which by the court's calculation is a 34.7% increase after two months.
  1. The Notice does not explain how the escrow amount has increased 34.7%.
- D. The January 9, 2015 Notice was filed with the court. Exhibit 3, *Id.* at 11-15. With respect to the Escrow, this Notice states that as of November 2014, there was a positive \$386.63 escrow balance. From that starting month, Creditor states,
  1. In November 2014 \$2,485.46 was advanced for County property taxes. No other escrow advances are shown.
  2. An escrow payment in the amount of \$3,278.67 was made in January 2015, which resulted in there being a \$1,096.23 positive escrow balance.
  3. As of May 2015, Creditor projects that there should be an escrow balance of \$414.24, assuming that the April 2015 property taxes were paid from escrow. [From this Notice, it does not appear that the taxes have been paid and there remains \$1,096.23 in escrow.]
- E. On March 15, 2015, Creditor filed yet another Notice of Mortgage payment change with the court. Exhibit 4, *Id.* at 16-20. This Notice states that the payment of principal and interest has increased to \$1,866.11 (due to an increase in the interest rate to 6.5% from 5.625%).
  1. The amount of the loan, as determined in the Loan Modification Agreement was \$306,493.14, as of April 14, 2009. The loan is amortized over 30 years. As a rough approximation (and recognizing that in the first 5 years of the loan most of the payments go to interest) the court estimates that repaying of \$281,000.00 (estimate principal balance), amortized over 26 years of the loan, would be \$1,914.96.
  2. If the court uses the \$414.24 as the correct escrow monthly payment amount as stated by Creditor in January

2015, then the current monthly payment would appear to be approximately \$2,330.00.

- a. Creditor computes a higher escrow amount because the property taxes total \$5,944.66, which when divided by 12 equals \$495.39 a month.
- b. Creditor also identifies \$885.32 in escrow payments which have come due since the court's December 2014 order that have to be cured.

## DISCUSSION

While resolution of this dispute appears to have eluded the Debtor and Creditor, it appears deceptively simple to the court. The following information is required:

- A. The payments made to Creditor since the November 2014 payment change as determined by the court.
- B. The accurate amount of expenses to be funded through escrow from November 2014 going forward.
- C. The principal balance as of November 1, 2014, the amount of interest accruing since the October 2014 payment, and the application of payments to principal and interest since November 1, 2014.
- D. The escrow shortfall since November 1, 2014.
- E. Computation of remaining principal balance as of July 1, 2015 through the end of the loan.
- F. Computation of the current escrow payment.
- G. Computation of a cure for shortfalls, if any, in escrow payments since November 2014.
- H. Short term cure of shortfall in escrow payments through the Chapter 13 Plan or by specially authorized payments outside of plan.

The court cannot reconcile Debtor's contention that the principal and interest payments should be \$1,201.23 with the estimated principal balance based on principal payments made during the first four years of a thirty year loan and an interest rate of 6.5%.

The court shall issue a minute order substantially in the following form holding that:

Findings of Fact and Conclusions of Law are stated in the Civil Minutes for the hearing.

The Objection to Notice of Mortgage Payment change filed by Debtor having been presented to the court, and upon

review of the pleadings, evidence, arguments of counsel, and good cause appearing,

**IT IS ORDERED** that the objection is **XXXXXX**