**UNITED STATES BANKRUPTCY COURT**

**SOUTHERN DISTRICT OF FLORIDA**

[www.flsb.uscourts.gov](http://www.flsb.uscourts.gov)

In re: Case No.

Chapter

Debtor(s) /

**LENDER’S CONSENT TO ATTEND AND PARTICIPATE IN**

**MORTGAGE MODIFICATION MEDIATION**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (“Lender”) consents to Attorney-Represented Debtor’s Verified Out of Time Motion for Referral to Mortgage Modification Mediation (“Out of Time Motion”) and agrees to participate in Mortgage Modification Mediation (“MMM”) in the above-referenced case. By this consent, Lender agrees:

1. To participate in MMM in good faith.
2. To register with the Mortgage Modification Mediation Web Portal (“MMM Portal”) at [www.dclmwp.com](http://www.dclmwp.com), if not already registered, within seven days of this consent and post Lender’s initial loss mitigation package, specifying the forms and documentation required to initiate a review of Debtor’s request for loss mitigation options (“Lender’s Initial Package”).
3. In the event, Lender requires additional information to consider Debtor’s requested options, Lender will notify debtor through the MMM Portal within seven days of receipt of Lender’s Initial Package.
4. To designate its single point of contact and its outside legal counsel (if any) on the MMM Portal, if not already designated, within seven days of this consent.
5. Lender’s single point of contact and its outside legal counsel (if any) will have the authority (within the investor’s guidelines) to settle, and will attend, and continuously participate in, all MMM conferences in this case.
6. To pay a non-refundable fee in the amount of $300.00 directly to the mediator within seven days of designation of the mediator.
7. To pay half the mediator’s fee directly to the mediator in the event MMM extends beyond two one-hour conferences.
8. In the event a settlement is reached, Lender will promptly prepare and execute all necessary documents in a timely fashion.

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the Lender’s Consent to Participate in Mortgage Modification Mediation was served by U.S. first class mail or CM/ECF upon the parties listed below on \_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_.

|  |  |
| --- | --- |
|  | /s/ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Attorney for Lender  Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Telephone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Fax:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Florida Bar No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Copies to:

Debtor

Debtor’s Counsel