

3. To secure payment of the Note and performance of the other terms contained in it, the Debtor executed a <Mortgage//Security Agreement> dated <date> (the “Security Agreement”). The Security Agreement granted a lien on the real and/or personal property (the “Collateral”) owned by the Debtor, located at <address> and more fully described in the Security Agreement.

4. The lien created by the Security Agreement was duly perfected by the filing of <the Security Agreement//UCC-1 Financing Statements> in the office of the <county> County Recorder on <date> <and in the office of the Ohio Secretary of State on <date>[if applicable]>. A copy of the <Security Agreement is//Security Agreement and Financing Statements are> attached as Exhibit B.¹ The lien is the <1st, 2nd, 3rd, etc.> lien on the Collateral.

5. [if applicable] The Note and Security Agreement were transferred as follows:
on <date> to <transferee>. The transfer is evidenced [on Exhibits A and B] OR [by the document attached to this Motion on Exhibit C].
on <date>, to <2nd transferee>. The transfer is evidenced [on Exhibits A and B] OR [by the document attached to this Motion on Exhibit C].

6. The value of the Collateral is \$_____. This valuation is based on _____.

7. As of the date of this Motion, there is currently due and owing on the Note the outstanding balance of <amount> , plus interest accruing thereon at the rate of <____%> per annum [\$_____ per day] from <date>.

8. Other parties known to have an interest in the Collateral are _____.

¹ [For an auto: The lien created by the Security Agreement was duly perfected by notation of such lien on Certificate of Title of the vehicle comprising the Collateral.]

9. The Movant is entitled to relief from the automatic stay under §§ 362(d)(1) and/or 362(d)(2) for these reason(s):

[Debtor has failed to provide adequate protection for the lien held by the Movant for the reasons set forth below.]

[Debtor has failed to keep the Collateral insured as required by the Security Agreement.]

[Debtor has failed to maintain and keep current the real estate taxes owed on the real property subject to the Security Agreement.]

[Debtor has failed to make periodic payments to Movant since the commencement of this bankruptcy case, which unpaid payments are in the aggregate amount of <amount> through <date>.]

10. Movant has completed the worksheet attached as Exhibit C.

11. This Motion conforms to the standard form adopted in this District except as follows:

WHEREFORE, Movant prays for an Order from the Court granting Movant relief from the automatic stay of § 362 of the Bankruptcy Code to permit Movant to proceed under law and for such other and further relief to which the Movant may be entitled.

Respectfully submitted,

<Attorney & Bar Number>
<Law Firm>
<Street Address>
<City, State and Zip Code>
<Phone Number>

Attorney for Movant

CERTIFICATE OF SERVICE

I certify that on <date>, copies of this Motion for Relief from the Automatic Stay were served by mailing the same by ordinary U.S. mail, postage prepaid, to the persons listed below:

<Attorney>