

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

<p>MACK SWANSON, Plaintiff, v. BANK OF AMERICA, N.A., Defendant.</p>		<p>Case No. 12-cv-11328 District Judge Lawrence P. Zatkoff</p>
<p>Crystal N. Hopkins (P70792) Hopkins & Associates PLC Attorney for Plaintiff PO Box 2141 Royal Oak, MI 48068 (248) 519-7980 crystalh@hopkinsassociateslaw.com</p>		<p>Lindsey R. Johnson (P67081) Maddin, Hauser, Wartell, Roth & Heller, P.C. Attorneys for Defendant 28400 Northwestern Highway, 3rd Floor Southfield, MI 48034 (248) 354-4030 ljohnson@maddinhauser.com</p>

**STIPULATION STAYING CASE FOR 120 DAYS
AND TO SET ESCROW PAYMENTS**

NOW COME the parties, Defendant Bank of America N.A. (“BANA”) and Plaintiff Mack Swanson (“Plaintiff”), by and through their respective counsel, and hereby stipulate and agree as follows:

1. The parties stipulate and agree that in light of their settlement negotiations intended to resolve the matter by means of a possible loan modification, the proceedings shall be stayed for 120 days from the date of the entry of this order to allow for possible resolution of this matter, pending the outcome of the loan modification review. The parties acknowledge that BANA has agreed to review Plaintiff’s loan for a possible modification, and there is no guarantee that such modification will be approved or offered.

2. The parties stipulate and agree that Plaintiff shall have twenty one (21) days from the date of the entry of this order to return a completed loan modification application to BANA.

3. The parties stipulate and agree that Plaintiff shall pay monthly escrow payments of \$650.00, no later than the first day of each month starting on June 1, 2012, until the resolution of this matter. The escrow payments shall be paid to Hopkins & Associates PLC to be held in trust. If Plaintiff is approved for a loan modification, the escrow shall be paid to BANA and applied to amounts outstanding on the Loan. If Plaintiff is not approved for a loan modification, the escrow shall be returned to Plaintiff. This order does not alter Plaintiff's obligations under any agreement between the parties, and it should be in no way construed as a waiver by the owner of the Loan to collect the amounts due and owing on the Loan.

4. The parties stipulate and agree that if any party believes that settlement is no longer fruitful or beneficial, then the party may serve a proposed order ending the stay. If that is the case, BANA will have an additional 21 days to respond to Plaintiff's complaint after the entry of the order ending the stay.

5. The parties stipulate and agree that, provided the stay remains in effect and is not cancelled by any party pursuant to the preceding paragraph, BANA will have an additional 21 days to respond to Plaintiff's complaint after the expiration of the stay.

STIPULATED TO BY:

/s/ Crystal N. Hopkins
Crystal N. Hopkins P70792)
Hopkins & Associates PLC
Attorney for Plaintiff
PO Box 2141
Royal Oak, MI 48068
(248) 519-7980
crystalh@hopkinsassociateslaw.com
Dated: May 4, 2012

/s/ Lindsey R. Johnson
Lindsey R. Johnson (P67081)
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Dated: May 4, 2012

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

MACK SWANSON, Plaintiff, v. BANK OF AMERICA, N.A., Defendant.		Case No. 12-cv-11328 District Judge Lawrence P. Zatkoff
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**STIPULATED ORDER STAYING CASE FOR 120 DAYS
AND TO SET ESCROW PAYMENTS**

Pursuant to the parties' Stipulated Order Staying Proceedings for 120 Days and to Set Escrow Payments filed in the above matter;

IT IS HEREBY ORDERED that the proceedings shall be stayed for 120 days from the date of the entry of this order to allow for possible resolution of this matter, pending the outcome of the loan modification review.

IT IS FURTHER ORDERED that Plaintiff shall have twenty one (21) days from the date of the entry of this order to return a completed loan modification application to BANA.

IT IS FURTHER ORDERED that Plaintiff shall pay monthly escrow payments of \$650.00, no later than the first day of each month starting on June 1, 2012, until the resolution of this matter. The escrow payments shall be paid to Hopkins & Associates PLC to be held in trust. If Plaintiff is approved for a loan modification, the escrow shall be paid to BANA and applied to amounts outstanding on the Loan. If Plaintiff is not approved for a loan modification, the escrow shall be returned to Plaintiff. This order does not alter Plaintiff's obligations under any

agreement between the parties, and it should be in no way construed as a waiver by the owner of the Loan to collect the amounts due and owing on the Loan.

IT IS FURTHER ORDERED that if any party believes that settlement is no longer fruitful or beneficial, then the party may serve a proposed order ending the stay. If that is the case, BANA will have an additional 21 days to respond to Plaintiff's complaint after the entry of the order ending the stay.

IT IS FURTHER ORDERED that provided the stay remains in effect and is not cancelled by any party pursuant to the preceding paragraph, BANA will have an additional 21 days to respond to Plaintiff's complaint after the expiration of the stay.

Dated: May 7, 2012

s/Lawrence P. Zatkoff
U.S. District Judge Lawrence P. Zatkoff

Approved as to form:

/s/ Crystal N. Hopkins
Crystal N. Hopkins P70792)
Hopkins & Associates PLC
Attorney for Plaintiff
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Dated: May 4, 2012

/s/ Lindsey R. Johnson
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Dated: May 4, 2012