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Escrow 102

Introduction

In the prior article (i.e., Escrow 101), I outlined the proper steps in conducting an escrow analysis, as well as some of the mortgage servicer's obligations and options for having a borrower cure an escrow shortage or escrow deficiency.

In this article I will discuss a mortgage servicer's obligations with respect to the escrow account upon learning that the borrower has filed a bankruptcy case. In a subsequent article, I will discuss a mortgage servicer's obligations during the bankruptcy case after the initial proof of claim has been filed.

RESPA, Regulation X, and the Bankruptcy Code

Recall that the Real Estate Settlement Procedures Act of 1974 (RESPA) (12 U.S.C. § 2601, *et seq*.) requires lenders, mortgage brokers, or servicers of home loans to provide borrowers with pertinent and timely disclosures about the nature and costs of the real estate settlement process. The Department of Housing and Urban Development (HUD) originally published Regulation X (herein, "the Regulation"), which implemented RESPA.

The Dodd-Frank Wall Street Reform and Consumer Protection Act, P.L. 111–203 (July 10, 2010) (Dodd-Frank Act) granted rule-making authority under RESPA to the Consumer Financial Protection Bureau (CFPB). In December 2011, the CFPB restated HUD's implementing regulation to 12 CFR Part 1024.

Section 10 of RESPA[1] places limits on the amount a lender or servicer may require a mortgagor to keep in his or her escrow account to cover the payment of taxes, insurance or other disbursements.[2] This section also governs a servicer's obligations with respect to providing an annual escrow account statement (i.e., escrow analysis)[3] and notice "not less than annually" of any shortage in the escrow account.[4] The regulation dealing with escrow accounts can be found at part 1024.17.

Beyond that, however, Regulation X offers little guidance regarding a mortgage servicer's obligations when a bankruptcy case is filed, and in particular, how any escrow shortage in existence at the time the case is filed should be calculated or treated. Similarly, other than the prohibition in 11 U.S.C. § 362(a) against the collection of a prepetition claim,[5] the Bankruptcy Code does not provide guidance to mortgage servicers regarding the treatment of escrow accounts after a bankruptcy case has been filed. In fact, to the best of my knowledge, the word "escrow" (as it pertains to a residential mortgage) appears only once in the Bankruptcy Code. See 11 U.S.C. § 101(27B), which provides:

> The term "incidental property" means, with respect to a debtor's principal residence—
> **(A)** property commonly conveyed with a principal residence in the area where the real property is located;
> **(B)** all easements, rights, appurtenances, fixtures, rents, royalties, mineral rights, oil or gas rights or profits, water rights, escrow funds, or insurance proceeds; and
> **(C)** all replacements or additions.

The History of Escrow Treatment in Bankruptcy

Prior to 2008

Unfortunately, the case law in this area is sparse. The earliest reported case I found discussing a mortgage servicer's obligations with respect to escrow accounts after the filing of a bankruptcy case was *McCormack v. Federal Home Loan Mortg. Corp. (In re McCormack)*,[6] wherein the court stated "they should have zeroed out the escrow account post-confirmation, i.e., to start out at zero, to exclude any pre-confirmation liabilities that were cured under the plan or would be paid under the plan, and then to show the escrow account in terms of current obligations, liabilities, etcetera that would exist and would occur in the normal course post-confirmation."

Accordingly, the practice for many years was for the mortgage servicer to include only the escrow deficiency balance (i.e., the negative balance in the escrow account at the time the case was filed) in the arrearage portion of the proof of claim. Of course, bringing the escrow account up to zero is only one-half the story: the escrow account still needs to be funded for the next twelve (12) months. Indeed, the situation is similar to when a purchaser first buys a home and an escrow account is created: the escrow balance is zero and the escrow account needs to be funded to cover anticipated disbursements for the first twelve months. Depending on the time the escrow analysis is performed versus the amount of time before a disbursement is anticipated for taxes and/or insurance, an escrow shortage might exist. And if there was a shortage, the post-petition mortgage payment would need to include a shortage spread to recoup the shortage.

Unfortunately, when the servicer increased the post-petition mortgage payment to recoup the escrow shortage, the servicer was often accused of double-dipping, i.e., collecting the same amount in the proof of claim and in the post-petition mortgage payment, when ordinarily that was not the case; the amount of escrow collected in the proof of claim was for a different purpose than the amount of escrow included in the ongoing mortgage payment.

In re Campbell (Fifth Circuit Court of Appeals)[7]

In *Campbell*, the mortgage servicer was attempting to recoup the prepetition escrow shortage over twelve (12) months, outside the plan, pursuant to its rights under RESPA. The Fifth Circuit Court of Appeals stated that while RESPA may allow the mortgage servicer to recalculate a debtor's mortgage payment to cover insufficient escrow funds due under the loan

documents, RESPA did not override bankruptcy principles. Nevertheless, the creditor can file a proof of claim. A "claim" is a "right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured."[8] The concept of a claim is broad, and it includes "all legal obligations of the debtor, no matter how remote or contingent . . . [that will] be dealt with in the bankruptcy case."[9]

The mortgage servicer's argument that it had no rights against the debtors until the escrow expenses were paid was rejected by the Court. Instead, as the Court stated, there was a right to the pre-petition escrow payments (which matured into a claim on behalf of the mortgage servicer), each time the debtors failed to make the payment.[10]

The Court intended for the scope of its decision to be limited, determining only that unpaid escrow payments which accumulate pre-petition in the year a bankruptcy petition is filed, and which the creditor had a right to collect under the loan documents, constitute a "claim" under the Bankruptcy Code. The Court did not address a right to recalculate the amount of escrow payments in subsequent years.[11]

In re Rodriquez (Third Circuit Court of Appeals)[12]

At the time they filed their Chapter 13 case, Francisco and Anna Rodriguez were $20,844.40 in arrears on eight (8) months of mortgage payments, plus foreclosure fees and costs. While the bulk of the arrearage was for principal and interest payments, $5,657.60 was an escrow arrearage for taxes, insurance, and other charges. Of the $5,657.60 amount, $3,869.91 was attributable to payments which Countrywide had already made for taxes, insurance, and other charges. The remaining $1,787.69 was the amount for which the servicers had not made corresponding payments for taxes, insurance, and other charges.

After the bankruptcy filing, the mortgage servicer issued the debtors a revised escrow analysis and demand for payment which indicated that it had increased the monthly escrow payment amount to $947.77 from $707.20. The new $947.77 figure was comprised of $650.10 for the base escrow payment, $210.65 for the "[s]hortage payment," and $87.02 for the "[r]eserve requirement." According to the servicer, the basis for the increased escrow amount was a ***post***-petition escrow shortage.

The mortgage servicer calculated the revised escrow payments by presuming that the escrow balance at the time of the bankruptcy filing was $0.00 because the Rodriguezes had not contributed any funds to the account. In other words, the servicer did not treat the $1,787.69 cushion as funds that existed at the time of the bankruptcy filing. Instead, by starting with a balance of $0.00 in the escrow account, the servicer calculated the post-petition escrow shortage as including the $1,787.69 cushion that the Rodriguezes had never paid.

The issue before the Third Circuit Court of Appeals was whether the automatic stay prevented the mortgage servicer from accounting for the escrow shortage in its post-petition calculation of the debtors' future monthly escrow payments.

The Court found *Campbell* persuasive in deciding that the loan documentation was relevant in determining whether there is an obligation to make an escrow payment and whether that obligation is enforceable.[13] As in *Campbell*, the terms of the Rodriguezes' mortgage

established that the obligation to pay into the escrow account was enforceable. Thus, the mortgage servicer had a claim for the unpaid escrow at the time their bankruptcy case was filed.

The Court explained the U.S. Supreme Court had observed that the language "right to payment" in the definition of "claim" meant "nothing more nor less than an enforceable obligation" and that Congress intended by this language to adopt the broadest available definition of "claim." Therefore, the focus should not be on when the claim accrues (with disbursement of the servicer's own funds), but whether a claim exists.[14] In other words, the mortgage servicer's right to successfully collect may have been contingent on a disbursement by the servicer of its own funds to satisfy an escrow item for which there is a deficiency. Nevertheless, the "contingent nature of the right to payment does not change the fact that the right to payment exists, even if it is remote, and thereby constitutes a "claim" for purposes of 11 U.S.C. § 101(5)."[15]

After *Campbell* and *Rodriguez*

Other courts began to follow the *Campbell* and *Rodriguez* decisions,[16] and servicers started putting the escrow shortage into the proof of claim, instead of just the escrow deficiency. While this increased the amount of the prepetition arrears in the proof of claim, the debtor now had up to sixty (60) months to repay the escrow shortage, instead of having the post-petition payment increased in the first year of the Chapter 13 case so the debtor could repay the shortage over only 12 months pursuant to RESPA. However, servicers used different approaches for calculating the amount of the escrow shortage to include in the proof of claim.

For instance, one servicer would only include in the proof of claim the amount of the shortage attributable to missed payments into the claim, while still attempting to recoup through the post-petition payments any shortage attributable to an increase in anticipated disbursements. If one follows the approach that "claim" is used "broadly", neither *Campbell* nor *Rodriguez* seem to allow for this distinction.

The effective date of the escrow analysis was also inconsistent between servicers. Some servicers used a recent escrow analysis instead of performing an escrow analysis immediately after the filing of the case, thus measuring the escrow shortage as of the date the prepetition analysis was performed, instead of the date the case was filed. In addition, servicing systems are usually forward looking: an analysis run on February 5th might not be effective until April 1st or May 1st. Therefore, the question arises: what is the amount of the escrow payment during this gap period? Should the post-petition payments between the date the case was filed and the effective date of the escrow analysis include an escrow component, and if so, how much should that escrow component be?

In 2008, U.S. Bankruptcy Judge Elizabeth Magner (Ret. E.D. La.) entered an administrative order requiring an escrow analysis to be performed immediately after the filing of the case, and providing that the effective date of the payment change would be the first date of the first month after the filing of the case.

Bankruptcy Rule 3001

Fed. R. Bankr. P. 3001 (herein, "Rule 3001") governs the filing of a proof of claim, including who may execute a proof of claim and the supporting information that should be included with the proof of claim. On December 1, 2011, Rule 3001 was amended to provide: "[i]f an escrow account has been established in connection with the claim, an escrow account statement prepared as of the date the petition was filed and in a form consistent with applicable nonbankruptcy law shall be filed with the attachment to the proof of claim."[17] Although the text of amended Rule 3001 does not mention RESPA, the Committee Notes on the 2011 amendments provide:

> "The statement must be prepared in a form consistent with the requirements of nonbankruptcy law. *See, e.g.*, 12 U.S.C. § 2601 *et seq*. (Real Estate Settlement Procedure Act). Thus the holder of the claim may provide the escrow account statement using the same form it uses outside of bankruptcy for this purpose."

Therefore, the escrow analysis included with the proof of claim should contain the following information:

i) the amount of the borrower's current monthly payment;
ii) the portion of the monthly payment being placed in the escrow account;
iii) the total amount paid into the escrow account during the period;
iv) the total amount paid out of the escrow account during the period for taxes, insurance premiums and other charges (as separately identified);
v) the balance in the escrow account at the conclusion of the period;
vi) an explanation of how any surplus is being handled by the servicer;
vii) an explanation of how any shortage or deficiency is to be paid by the borrower; and
viii) if applicable, the reason(s) why the estimated low monthly balance was not reached, as indicated by noting differences between the most recent account history and last year's projection.[18]

Servicers typically use the first date of the first month after the bankruptcy filing as the effective date for any payment change caused by performing the escrow analysis. This works fine provided there is no escrow activity between the petition date and the first day of the next month. In such a case, a manual adjustment to the account may be necessary to properly reflect the status of the escrow account as of the petition date.

Unfortunately, amended Rule 3001 did not provide any guidance on how to calculate the escrow shortage and how much "escrow" goes into the proof of claim. This answer finally came four (4) years later.

Official Form 410A

On December 1, 2015, Official Form 410A (herein, "Form 410A" or "the Form") became effective. This attachment to the proof of claim is only required if the loan is secured by the debtor's principal residence. In addition to a breakdown of the arrears to be paid (Part 3), this new mortgage attachment includes a breakdown of:

- the total claim (Part 2); and
- the amount of the post-petition mortgage payment (Part 4).

Form 410A requires a home mortgage claimant to provide a loan history starting with the first date of default.[19] This is the first date on which the borrower failed to make a payment in accordance with the terms of the note and mortgage, unless the note was subsequently brought current with no principal, interest, fees, escrow payment, or other charges "immediately payable." The loan history in Part 5 of the Form shows:

- When payments are due
- When the debtor made payments
- How payments were applied
- When fees and charges were incurred
- What the balances were for various components of the loan after amounts were received or fees and charges were incurred

Mortgage Proof of Claim Attachment (12/15)

If you file a claim secured by a security interest in the debtor's principal residence, you must use this form as an attachment to your proof of claim. See separate instructions.

Part 1: Mortgage and Case Information		Part 2: Total Debt Calculation		Part 3: Arrearage as of Date of the Petition		Part 4: Monthly Mortgage Payment	
Case number:	_____	Principal balance:	_____	Principal & interest due:	_____	Principal & interest:	_____
Debtor 1:	_____	Interest due:	_____	Prepetition fees due:	_____	Monthly escrow:	_____
Debtor 2:	_____	Fees, costs due:	_____	Escrow deficiency for funds advanced:	_____	Private mortgage insurance:	_____
Last 4 digits to identify:	__ __ __ __	Escrow deficiency for funds advanced:	_____	Projected escrow shortage:	_____	Total monthly payment:	_____
Creditor:	_____	Less total funds on hand:	– _____	Less funds on hand:	– _____		
Servicer:	_____	Total debt:	_____	Total prepetition arrearage:	_____		
Fixed accrual/daily simple interest/other:	_____						

Part 5 : Loan Payment History from First Date of Default

		Account Activity				How Funds Were Applied/Amount Incurred					Balance After Amount Received or Incurred				
A.	B.	C.	D.	E.	F.	G.	H.	I.	J.	K.	L.	M.	N.	O.	P.	Q.
Date	Contractual payment amount	Funds received	Amount incurred	Description	Contractual due date	Prin, int & esc past due balance	Amount to principal	Amount to interest	Amount to escrow	Amount to fees or charges	Unapplied funds	Principal balance	Accrued interest balance	Escrow balance	Fees / Charges balance	Unapplied funds balance

With respect to escrow, as payments are received and applied to principal, interest and escrow (columns H, I, and J respectively in Part 5 of Form 410A), the running escrow balance in

column O will change (i.e., increase). On the other hand, disbursements from the escrow account will have the effect of reducing the escrow balance.

In calculating the total debt (Part 2 of Form 410A) and the arrearage of the date of the petition (Part 3 of Form 410A), the most important number in Part 5 is the balance in the escrow on the date the case is filed. If this number is negative, this amount is to be included on the "Escrow deficiency for funds advance" lines in Part 2 and Part 3 of the Form, but as a positive amount since the escrow deficiency is an amount to be recovered from the debtor. In the example above, if we assume the balance in the escrow account is -$500.00 on the day the bankruptcy case is filed (column O), the amount that should be included on escrow deficiency lines in Part 2 and Part 3 should be +$500.00.

Part 2: Total Debt Calculation

Principal balance:	_____
Interest due:	_____
Fees, costs due:	_____
Escrow deficiency for funds advanced:	_____
Less total funds on hand:	− _____
Total debt:	_____

The Instructions to Form 410A provide that the total debt is calculated by adding the first four (4) rows in Part 2:

- the principal balance on the debt
- the interest due and owing
- any fees or costs owed under the note or mortgage and outstanding as of the date of the bankruptcy filing
- Any escrow deficiency for funds advanced (i.e., the amount of any prepetition payments for taxes and insurance that the servicer or mortgagee made out of its own funds and for which it has not been reimbursed)

and then subtracting total funds on hand, which is the sum of:

- a positive escrow balance,
- unapplied funds, and
- amounts held in suspense accounts.

If the balance in the escrow account is positive on the date the bankruptcy case is filed, the escrow deficiency lines in Part 2 and Part 3 of the Form should either be left blank or contain $0.00.

Part 3: Arrearage as of Date of the Petition

Principal & interest due:	_____
Prepetition fees due:	_____
Escrow deficiency for funds advanced:	_____
Projected escrow shortage:	_____
Less funds on hand:	– _____
Total prepetition arrearage:	_____

On the first line of Part 3, the mortgage servicer should insert the aggregate of the principal and interest component of each regular monthly payment outstanding as of the date the bankruptcy case was filed, taking into consideration changes that have occurred in the amount of the monthly payment. On the second line of Part 3, the mortgage servicer should insert the amount of fees and costs outstanding as of the petition date. This amount should equal the *Fees/Charges balance* as shown in the last entry in Part 5, Column P of the Form. This amount should also be the same amount that was entered in Part 2 of the Form for "Fees, costs due." This is the last entry in Column P of the Part 5 of the Form.

The third line of Part 3 is for the *escrow deficiency for funds advanced*. This amount should be the same as the amount of the *escrow deficiency* stated in Part 2 of the Form. This amount comes from the last entry in column O of Part 5 of the Form, if and only if the amount is negative. Again, the amount entered should be the absolute value or positive amount of the escrow deficiency since it is an amount to be recovered from the debtor.

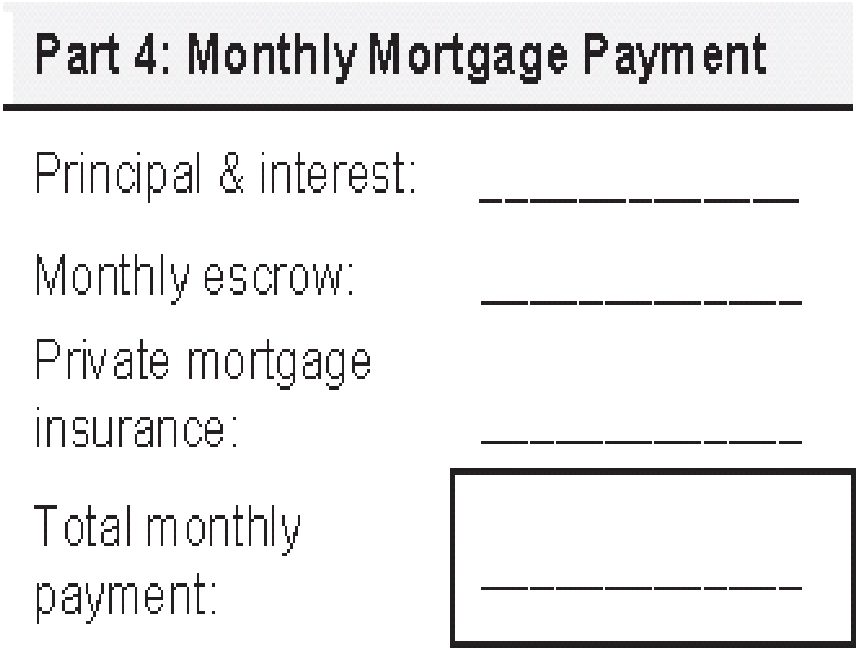
On the fourth line of Part 3, the mortgage servicer should insert the projected escrow shortage (PES) from the escrow analysis performed pursuant to Rule 3001 and Regulation X under RESPA.[20] However, if the escrow balance on the day the bankruptcy case is filed is negative (i.e., the last entry in Column O is negative), the escrow analysis should be performed with the assumption there is a zero balance in the escrow account. On the other hand, if the escrow account is positive, the starting balance for the escrow analysis should be the actual amount in the escrow account (i.e., the last entry in Column O of Part 5).

The intent of the drafters of Form 410A in including a separate line for the escrow deficiency and the projected escrow shortage (and starting the escrow analysis at zero) was to measure the true escrow shortage at the time the bankruptcy case was filed.

The projected escrow shortage should be the difference between the target balance or what should be in the account, and the actual balance actually held, taking into consideration the allowable cushions under RESPA and Regulation X.

To summarize:

- Where the escrow balance on the day the case is filed is positive:
    - PES = Required balance – Actual Balance
- Where the escrow balance on the day the case is filed is negative:
    - PES = Required balance - $0 (because the negative balance was placed on the Escrow Deficiency Line in Part 3)



This is the part of the Form where the post-petition mortgage payment is calculated.

The first line is for principal and interest (P&I) portion of the payment. This isn't a number that is calculated on the Form; rather, the amount comes from the servicer's system and the loan documents. The next line is for showing the escrow portion of the post-petition mortgage payment. Since the escrow deficiency and the escrow shortage existing on the date the case was filed are being paid through the proof of claim (see Part 3), the amount on this line should be the amount needed to fund the anticipated disbursements for taxes and insurance for the next twelve (12) months, pro-rated on a monthly basis (i.e., Step 2 out of 5 in performing an escrow analysis). This amount is sometimes referred to as the "raw" or "base" escrow amount.

The next line is for PMI, if applicable.

The total monthly payment is the sum of the three (3) rows in Part 4:

P&I + Escrow + PMI = Total Monthly Payment

The Shortage-Only Arrears Claim

Occasionally, running the escrow analysis right after the filing of the bankruptcy case leads to an escrow shortage even though the debtor might be current with respect to regular mortgage payments. Although the debtor may argue that it is impossible for there to be an escrow shortage when the debtor is current with respect to payments, there is nothing inappropriate about the servicer filing a proof of claim where the arrears in Part 3 of the Form are comprised only of an escrow shortage (i.e., all the rows in Part 3 are blank with the exception of the row for the projected escrow shortage). It is important to recall that, in general, an escrow shortage is the result of:

- The borrower is delinquent on regular payments
- The actual disbursements in the prior escrow computation period exceeded the amount of anticipated disbursements
- Anticipated disbursements for the upcoming year are higher than the previous escrow computation period

It is not unusual for there to be an escrow shortage outside of bankruptcy even though the borrower is current on regular payments. This often happens when the amount of the actual disbursements for taxes or insurance exceeds the amount of the projected disbursements and/or the amount for anticipated disbursements for the following year is higher than the previous escrow computation period. Therefore, since an escrow shortage can exist outside of bankruptcy when the borrower is otherwise current, it is illogical to conclude that it is impossible for such a condition to exist after the filing of a bankruptcy case, especially if the servicer has performed the escrow analysis pursuant to Regulation X and adhered to the requirements of Rule 3001 and the Instructions to Official Form 410A.

There are no exceptions listed in Rule 3001, the case law, or the instructions to Form 410A for the situation when the loan is current with respect to regular payments. Further, Regulation X specifically states that the provisions regarding escrow shortages only apply if the

borrower is current.[21] Therefore, RESPA specifically contemplates that an escrow shortage can exist when the loan is current with respect to payments.

Recall further that the Supreme Court directs that the term "claim" is to be interpreted broadly.[22] By putting the shortage in the proof of claim, the debtor has 60 months to repay the escrow shortage (instead of 12).

Conclusion

In this latest article I have attempted to outline a mortgage servicer's obligations with respect to the escrow account after learning about a bankruptcy filing and how the law in this area has developed over time. In the next article I will discuss a mortgage servicer's obligations with respect to escrow after the initial proof of claim is filed (e.g., in the second year of the case when the next escrow analysis is performed).

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[1] 12 U.S.C. § 2609.

[2] 12 U.S.C. § 2609(a).

[3] 12 U.S.C. § 2609(c).

[4] 12 U.S.C. § 2609(b).

[5] See *Campbell v. Countrywide Home Loans, Inc. (In re Campbell)*, 545 F.3d 348, 353 (5th Cir. 2008). See also *Silva v. Riverside County Tax Collector et al (In re Silva)*, No, 19-10026, BAP No. 20-1237. 2021 WL 2814699, 2021 Bankr. LEXIS 1791 (B.A.P. 9th Cir. July 6, 2021)(It was not a stay violation for the mortgage servicer to pay taxes from an escrow account because the funds held by the servicer in the escrow account were not part of the bankruptcy estate. Similarly, Riverside County did not violate the stay because it merely accepted payment from the mortgage servicer and did nothing to enforce its lien or collect a prepetition debt from the debtor)(citing *Zotow v. Johnson (In re Zotow)*, 432 B.R. 252, 260 (B.A.P. 9th Cir. 2010)).

[6] 203 B.R. 521, 526 (Bankr. D.N.H. 1996)(citing *In re Davedeit*, 1995 WL 912451 (Bankr. D.N.H. 1995).

[7] *Campbell v. Countrywide Home Loans, Inc. (In re Campbell)*, 545 F.3d 348 (5th Cir. 2008).

[8] *Id*., at 353 (citing *Travelers Cas. & Sur. Co. of Am. v. Pac. Gas & Elec. Co*., 549 U.S. 443, 127 S. Ct. 1199, 1204, 167 L. Ed. 2d 178 (2007) (quoting 11 U.S.C. §101(5)(A))).

[9] *Id.* (citing *In re Egleston*, 448 F.3d 803, 812 (5th Cir. 2006)).

[10] *Id*., at 354.

[11] *Id*., at 354.

[12] *In re Rodriguez*, 629 F.3d 136 (3d Cir. 2010).

[13] *Rodriguez*, 629 F.3d at 142 (citing *Campbell*, 545 F.3d at 354).

[14] *Id.*, at 142 (citing *JELD-WEN, Inc. v. Van Brunt (In re Grossman's Inc.))*, 607 F.3d 114, 121 (3d Cir. 2010).

[15] *Id.*

[16] See, e.g., *In re Beaudet*, 455 B.R. 671 (Bankr. M.D. Tenn. 2011)(an escrow shortage is a pre-petition claim which cannot be included in ongoing future mortgage payments). See also *In re Edwards*, 2012 Bankr. LEXIS 1165 (Bankr. E.D.N.C. 2012); *In re Harris*, 2012 Bankr. LEXIS 1781 (Bankr. C.D. Ill. 2012); *In re Garcia*, 603 B.R. 640 (Bankr. E.D. Cal. 2019).

[17] See, e.g., *In re Milliman*, 2018 Bankr. LEXIS 858 (Bankr. Kan. 2018)(discussing the information and documentation that must be included with a proof of claim).

[18] 12 U.S.C. § 2609(c)(2)(A) and 12 CFR § 1024.17(i)(1).

[19] See, e.g., *In re Brown* (Bankr. S.C. 2019)("the 2015 Committee Note for the Official Form notes that the payment history is important for both the calculation of a total amount of a claim and the claim's arrearage amount, indicating that the "[a]ttachment of a loan history with a home mortgage proof of claim will also provide transparency about the basis for the claimant's calculation of the claim and arrearage amount.")(emphasis added). See also *In re Bowen*, 619 B.R. 135 (Bankr. S.C. 2020)(A complete and accurate payment history is critical to substantiate the amount of a mortgage creditor's claim).

[20] See *JPMorgan Chase Bank, Nat'l Ass'n v. Deguiseppi*, 2019 U.S. Dist. LEXIS 66125, *7 (C.D. Ill. 2019)("The Instructions for Mortgage Proof of Claim Attachment (Official Form 410A) support this interpretation; they state the total prepetition arrearage should include the projected escrow shortage)."

[21] 12 CFR § 1024.17(f).

[22] *Johnson v. Home State Bank***,** 501 U.S. 78, 83, 111 S. Ct. 2150, 115 L. Ed. 2d 66 (1991).