**Escrow, Insurance and Rent Not Additional Collateral in Deed of Trust**

Escrow, insurance and rent do not constitute additional collateral in deed of trust*. Jeremy v. J.P. Morgan Bank*, No. 15-2369 (4th Cir. March 9, 2017). In an unpublished opinion, the Fourth Circuit rejected Jeremy’s argument that stripping down of their residential debt was not prohibited by the anti-modification provision of section 1322(b)(2) because the debt was collateralized by more than simply their residence. Specifically, the Jeremys pointed to the deed of trust which provided for supplemental collateral including escrow funds, insurance proceeds, and rent. Citing its decision in *Birmingham v. PNC Bank, N.A*., 846 F.3d 88 (4th Cir. 2017), the court found that the funds listed in the deed of trust were “incidental property” rather than additional collateral.