

STATE OF INDIANA  
COUNTY OF MARION

) IN THE MARION SUPERIOR COURT  
) SS: CIVIL DIVISION, ROOM \_\_\_\_\_  
) CAUSE NO. \_\_\_\_\_

_____	)
_____	)
Plaintiff(s),	)
VS.	)
_____	)
_____	)
Defendant(s).	)

**NOTICE AND ORDER FOR SETTLEMENT CONFERENCE**

This matter, having come before the Court on Plaintiff's Complaint for Decree of Foreclosure, and the Court, being duly advised in the premises, now finds that it is appropriate to schedule this matter for a settlement conference.

**IT IS THEREFORE ORDERED BY THE COURT:**

1. That this matter is scheduled for a settlement conference to be held on the \_\_\_\_\_ day of \_\_\_\_\_, 2009, at \_\_\_\_\_ am/pm. Defendant(s), \_\_\_\_\_ is/are to appear in this Court, in person and, if represented by counsel, with said counsel. Plaintiff(s), \_\_\_\_\_, is to appear, by counsel and by an authorized officer of Plaintiff(s), either in person or by telephone on the above-referenced date and time. If Plaintiff(s) elect(s) to be available by telephone only, Plaintiff(s) shall call the Court at the appropriate time and at the following telephone number: (317) \_\_\_\_\_.

2. To adequately assess the loss mitigation options available, Defendant(s) shall have in his/her/their possession and be prepared to share at the time of the settlement conference the following:
  - a. Two (2) most recent pay stubs;
  - b. Two (2) most recent bank statements;
  - c. Two (2) most recent tax returns;
  - d. A worksheet containing the Defendant(s) monthly expenditures (Borrower Financial Information form).
  
3. During the course of the settlement conference, Plaintiff(s), by counsel, and through the corporate representative, shall convey and explain, as necessary, any and all loss mitigation options which may be available to the Defendant(s). Those options may include one or more of the following:
  - a. Repayment Plan: The amount past due on the loan would be spread out over a certain period of time.
  - b. Modification: A loan modification is a written agreement between the borrower and the lender that permanently changes the terms of the loan.
  - c. Deed in Lieu of Foreclosure: Borrower would transfer ownership of the home to the lender. Borrower would be given a short period of time to move from the home. Borrower would receive a full release of the debt, or a substantial reduction of the debt.
  - d. Reinstatement of Loan: Borrower would pay the total amount past due in one lump sum.

e. **Sell the Property:** The Borrower would sell the property prior to foreclosure. Approval is required if the sale does not pay off the lender in full.

4. The settlement conference shall be an informal process. No evidence will be taken at the settlement conference nor any findings be made as to the allegations of Plaintiff's Complaint or any responses thereto filed by or on behalf of the Defendant(s). The parties hereto shall be prepared to negotiate, in good faith, an amicable resolution of the pending matter and shall have the authority to enter into a binding agreement at the conclusion of the settlement conference.

SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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JUDGE, MARION SUPERIOR COURT

**DISTRIBUTION:**

Attorney(s) of Record  
Defendant(s)

**LR 49-TR 85 Rule 231**

**Mandatory Settlement Conferences in Mortgage Foreclosure Cases**

**1. Mandatory Settlement Conferences**

Pursuant to ADR Rule 1.1, in all owner-occupied residential mortgage foreclosure cases where service of process has been perfected, a settlement conference is mandatory. The settlement conference is to be completed within 90 days of the date service. An automatic stay of the proceedings, except for service of process, shall be in effect unless the settlement conference is vacated for good cause shown. Objections to the settlement conference shall be made in writing by any party within 15 days of the receipt of the notice scheduling the conference. Notice shall be provided by the Court on the approved form of Notice as said Notice appears in Appendix C (Notice and Order for Settlement Conference). The Court shall also mail an approved form of financial declaration as said form appears in Appendix D (Borrower Financial Information) and a Confirmation of Attendance Form as said forms appear in Appendix E (Defendant(s) Confirmation of Attendance at Settlement Conference).

a. The homeowner or primary borrower must respond affirmatively on the provided Confirmation of Attendance form within 15 days of receipt of the Notice and Order for Settlement Conference. If no confirmation of attendance is received by the Court within the prescribed period, the conference shall be waived.

b. The conference shall be conducted in the county courthouse or at such other location as the parties may agree and attended either in person or by telephone. The conference may be facilitated by a judicial officer, but the parties may proceed without a judicial presence. The Court shall provide adequate facilities for the parties to conduct such settlement conferences.

c. The homeowner or primary borrower shall attend the conference in person or by telephone. The homeowner or primary borrower shall complete Borrower Financial Information form and mail a copy to the Court and to the lender's attorney at least 7 days prior to the conference.

d. Both the lender's attorney and a lender representative with ultimate settlement authority shall attend the conference in person or shall be available by telephone.

e. The results of the settlement conference shall be reported to the Court, in writing, no later than 5 days after the completion of the conference. If no settlement conference takes place, the lender's attorney shall file a statement indicating why it was not held.

f. Subordinate lien holders shall not be required to attend the settlement conference, but shall be notified of the outcome of the conference by the primary lender's attorney by regular mail within 5 days of the completion of the conference.

g. If no conference is conducted prior to the end of the 90 day period, or if the homeowner or primary borrower fails to appear, or if the conference is otherwise waived, the stay will expire and the case shall proceed to disposition.

h. Mortgage Foreclosure settlement negotiations conducted pursuant to this local rule are governed by Ind. Evidence R. 408.

i. This Rule will expire on December 31, 2012.

## Borrower Financial Information

BORROWER		CO-BORROWER	
Borrower's Name		Co-Borrower's Name	
Social Security Number	Date of Birth	Social Security Number	Date of Birth
Home Phone Number with Area Code <small>(Best Number to reach borrower)</small>		Home Phone Number with Area Code <small>(Best Number to reach borrower)</small>	
Work Phone Number with Area Code <small>(BEST TIME TO CALL)</small>		Work Phone Number with Area Code <small>(BEST TIME TO CALL)</small>	
Cell Phone Number with Area Code <small>(BEST TIME TO CALL)</small>		Cell Phone Number with Area Code <small>(BEST TIME TO CALL)</small>	
Mailing Address (if different from property address)			
Property Address			Email Address
Number of Dependents:	Do you occupy the property? Yes <input type="checkbox"/> No <input type="checkbox"/>	Is it a Rental? Yes <input type="checkbox"/> No <input type="checkbox"/> <small>If you have a lease agreement, please provide a copy.</small>	Is it leased? Yes <input type="checkbox"/> No <input type="checkbox"/>
Is this a mobile home? Yes <input type="checkbox"/> No <input type="checkbox"/>			
Is the property listed for sale? Yes <input type="checkbox"/> No <input type="checkbox"/> <small>If yes, please provide a copy of the listing agreement.</small>		Agent's Name: Agent's Phone Number:	
Have you contacted a credit-counseling agency for help? Yes <input type="checkbox"/> No <input type="checkbox"/> <small>If yes, please provide a copy of the listing agreement.</small>		Counselor's Name: Counselor's Phone Number:	
Do you pay Real Estate Taxes outside of your mortgage? Yes <input type="checkbox"/> No <input type="checkbox"/> <small>If you pay it, please provide a copy of your tax statement.</small>			
Are the taxes current? Yes <input type="checkbox"/> No <input type="checkbox"/>			
Have you filed for bankruptcy? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes: Chapter 7 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Filing Date:			
Has your bankruptcy been discharged? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide a copy of the discharge paper.			
INVOLUNTARILY INABILITY TO PAY			
I (We), _____, am/are requesting that the Federal Home Loan Mortgage Corporation (Freddie Mac) review my/our financial situation to determine if I/we qualify for a workout option.			
I am having difficulty making my monthly payment because of financial difficulties created by <i>(Please check all that apply)</i> :			
<input type="checkbox"/> Abandonment of Property	<input type="checkbox"/> Excessive Obligations	<input type="checkbox"/> Military Service	<input type="checkbox"/> Other
<input type="checkbox"/> Business Failure	<input type="checkbox"/> Fraud	<input type="checkbox"/> Payment Adjustment	
<input type="checkbox"/> Casualty Loss	<input type="checkbox"/> Illness in Family	<input type="checkbox"/> Payment Dispute	
<input type="checkbox"/> Curtailment of Income	<input type="checkbox"/> Illness of Mortgagor	<input type="checkbox"/> Property Problems	
<input type="checkbox"/> Death in Family	<input type="checkbox"/> Inability to Rent Property	<input type="checkbox"/> Title Problems	
<input type="checkbox"/> Death of Mortgagor	<input type="checkbox"/> Incarceration	<input type="checkbox"/> Transferring Property	
<input type="checkbox"/> Distant Employment Transfer	<input type="checkbox"/> Marital Difficulties	<input type="checkbox"/> Unemployment	
I believe that my situation is: <input type="checkbox"/> Short term (under 6 months) <input type="checkbox"/> Long term (over 6 months) <input type="checkbox"/> Permanent			
I want to: <input type="checkbox"/> Keep my house <input type="checkbox"/> Sell my house			
If there are additional Liens/Mortgages or Judgments on this property, please name the person(s), company or firm and their respective telephone numbers.			
Lien Holder's Name		Balance / Interest Rate	Phone Number (WITH AREA CODE)
Lien Holder's Name		Balance / Interest Rate	Phone Number (WITH AREA CODE)
Borrower's Signature		Date	Co-Borrower's Signature
			Date

EMPI DIVISION (See Title Attached)					
BORROWER- EMPLOYER'S ADDRESS & PHONE #		HOW LONG?	CO-BORROWER- EMPLOYER'S ADDRESS & PHONE #		HOW LONG?
MONTHLY INCOME - Borrower			MONTHLY INCOME - Co-Borrower		
Wages	\$		Wages	\$	
Unemployment Income	\$		Unemployment Income	\$	
Child Support / Alimony	\$		Child Support / Alimony	\$	
Disability Income	\$		Disability Income	\$	
Rents Received	\$		Rents Received	\$	
Other	\$		Other	\$	
Less: Federal and State Tax, FICA	\$		Less: Federal and State Tax, FICA	\$	
Less: Other Deductions (401K, etc.)	\$		Less: Other Deductions (401K, etc.)	\$	
Commissions, bonus and self-employed income	\$		Commissions, bonus and self-employed income	\$	
<b>Total (Net Income)</b>					
<b>Total (Net Income)</b>			<b>Total (Net Income)</b>		
<b>Monthly Expenses</b>			<b>Assets</b>		
Other Mortgages / Liens	\$		Type	Estimated Value	
Auto Loan(s)	\$		Checking Account(s)	\$	
Auto Expenses / Insurance	\$		Saving / Money Market	\$	
Credit Cards / Installment Loan(s)	\$		Stocks / Bonds / CDs	\$	
(total minimum payment for both per month)					
Health Insurance (not withheld from pay)	\$		IRA / Keogh Accounts	\$	
Medical (Co-pays and Rx)	\$		401k/ ESPO Accounts	\$	
Child Care / Support / Alimony	\$		Home	\$	
Food / Spending Money	\$		Other Real Estate	#	\$
Water / Sewer / Utilities / Phone	\$		Cars	#	\$
HOA/Condo Fees/Property Maintenance	\$		Life Insurance (Whole Life not Term)	\$	
Life Insurance Payments (not withheld from pay)	\$		Other	\$	
<b>Total</b>	<b>\$</b>		<b>Total</b>	<b>\$</b>	

"I agree as follows: My lender may discuss, obtain and share information about my mortgage and personal financial situation with third parties such as purchasers, real estate brokers, insurers, financial institutions, creditors and credit bureaus. Discussions and negotiations of a possible foreclosure alternative will not constitute a waiver of or defense to my lender's right to commence or continue any foreclosure or other collection action, and an alternative to foreclosure will be provided only if an agreement has been approved in writing by my lender. The information herein is an accurate statement of my financial status."

Submitted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

By \_\_\_\_\_  
Signature of Borrower

By \_\_\_\_\_  
Signature of Co-Borrower

*Before mailing, make sure you have signed and dated the form and attached appropriate documentation.*

STATE OF INDIANA )  
COUNTY OF MARION )

SS:

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CIVIL DIVISION, ROOM \_\_\_\_\_  
CAUSE NO. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Plaintiff(s),  
VS.  
\_\_\_\_\_  
\_\_\_\_\_  
Defendant(s).

**DEFENDANT(S) CONFIRMATION OF ATTENDANCE**  
**AT SETTLEMENT CONFERENCE**

The Defendant(s), \_\_\_\_\_  
in the above-captioned cause, confirm that they \_\_\_\_\_ will \_\_\_\_\_ will not be attending  
\_\_\_\_\_ in person or \_\_\_\_\_ by telephone, the Settlement Conference scheduled to take  
place in this Court on the \_\_\_\_\_ day of \_\_\_\_\_, 2009 at  
\_\_\_\_\_ a.m./p.m.

This Confirmation is to be filed with the Court within fifteen (15) days of  
receiving the Notice and Order for Settlement Conference from this Court.

If the Defendant(s) will not be attending the Settlement Conference, please state  
the reason: \_\_\_\_\_

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

Signature of Defendant(s):  
\_\_\_\_\_  
\_\_\_\_\_

\*\* Please return this Confirmation of Attendance in person or by mail to: Marion County  
Superior Court, 200 E. Washington St., Room \_\_\_\_\_, Indianapolis, IN 46204