

STATE OF INDIANA)
ST. JOSEPH COUNTY)

IN THE ST. JOSEPH CIRCUIT/SUPERIOR COURT

[REDACTED]

VS.

[REDACTED]

)
)
)
)

CAUSE NO. 71 [REDACTED]

FILED
OCT 28 2010
St. Joseph Superior Court

ORDER FOLLOWING SETTLEMENT CONFERENCE

Upon receipt of the report of Facilitator Judith Fox, the Court now enters the following order:

A Mortgage Foreclosure Settlement Conference was scheduled to occur on the 21st day of October, 2010, pursuant to the Court's Order dated September 27, 2010.

Plaintiff appeared by counsel, Adam Cobb. A representative of [REDACTED] was available by telephone, but because the homeowner failed to appear, he was not called. Defendant [REDACTED] failed to appear. Facilitator, Judith Fox, appeared in person.

The Settlement Conference was not conducted. Plaintiff failed to provide any financial documents to the Facilitator and, according to Adam Cobb, attorney for [REDACTED] he has failed to submit any documents to the bank. The Facilitator advises the Court that the note produced by the Plaintiff is specifically endorsed to First Source Bank, not the Plaintiff in this action. Plaintiff shall take corrective action within twenty (20) days of this order or suffer a dismissal without further hearing.

So ordered this 26th day of October, 2010.

Jenny Pitts Manier

Jenny Pitts Manier, Judge
St. Joseph Superior Court

cc:

[REDACTED]

J. Fox

[Redacted]
Plaintiff,

vs.

[Redacted], et al.,
Defendants.

) CAUSE NUMBER: 02D01-1002-MF [Redacted]

(1)

ORDER OR JUDGMENT OF THE COURT

Plaintiff appears by counsel. Defendants, [Redacted], appear in person. The Court ORDERS a copy of the signed Repayment Agreement be filed with the Court within 14 days of the date of this Order. Plaintiff is ORDERED to report to the Court on the following:

- 1) The reasons Plaintiff is continuing to send default notices (including tagging Defendants' door) while Defendants are in compliance with Repayment Agreement;
- 2) Plaintiff is to find alternate means of submitting payments to Plaintiff other than requiring Defendants to overnight monthly payments at a cost of \$32.50;
- 3) A breakdown of each and every fee or cost assessed in this matter from February 19, 2010 through the present.

The Court sets this matter for a Status Hearing for **February 1, 2011 at 3:30 p.m.** Parties are notified. Plaintiff is ORDERED not to assess any further attorney or other fees to Defendants as a result of this Court's ORDERS. Reported by J. Smith. (Court is to Notify.)

SO ORDERED: January 3, 2011

[Signature]
NANCY ESHCOFF BOYER, JUDGE
ALLEN SUPERIOR COURT

MANNER OF NOTICE:
(X) WITH COPY PURSUANT TO T.R. 72 TO BE SERVED BY:
X COURT _____ CLERK _____ OTHER:
PROOF OF NOTICE UNDER TRIAL RULE 72(D)

A copy of the entry was served either by mail to the address of record, deposited in the attorney's distribution box, or personally distributed to the following persons:

Attorney [Redacted]

[Redacted]

Attorney [Redacted]

Court Packet - 2
DATE OF NOTICE: January 3, 2011
INITIALS OF PERSON WHO NOTIFIED PARTIES: ifs COURT _____ CLERK _____ OTHER _____

October 26, 2010

EXHIBIT A

Re: Loan No. [REDACTED]

Property Address:
[REDACTED]

Dear Mortgagor:

CitiMortgage, Inc. (CMI) has reviewed your request for a repayment plan. The enclosed contract sets forth the terms under which CMI will accept a schedule of payments during the time of plan.

Please read the contract thoroughly so you understand your responsibilities under this agreement, sign and return the agreement as follows:

- 1) Fax a copy of the signed agreement to my attention at CitiMortgage, Inc., (866) 714-9031.

All payments must be in certified funds while your account is delinquent. You may remit your down payment, as well as future payments in the following manner:

- 3) Payments may be sent to: CitiMortgage, Inc., Attention Exception Payments 1156-7, Duane Heaberlin, 4740 121st Street, Urbandale, IA 50323-2402.
- 4) Via Western Union Quick Collect.
 - a) Provide the operator with the city code of CMI, state code of MO, and your loan number.
 - b) Obtain the Money Transfer Control Number (MTCN) as confirmation of the transaction. *Please include the MTCN reference number on the fax cover sheet.*
- 5) Please contact me at (469) 220-1848 if you need to make other arrangements for returning the agreement and the down payment.

It is important that you return the signed contract and the down payment by 11/10/2010 or this agreement will be considered null and void and we will resume collection (and/or foreclosure, if applicable).

Sincerely,

[REDACTED]
Loss Mitigation

cc: File

STIPULATED REPAYMENT PLAN AGREEMENT

THIS AGREEMENT made as of the 26 day of October, 2010, by and between [REDACTED], having a place of business [REDACTED] whose mailing address [REDACTED] and collectively known to as "Borrower" (the "Agreement").

Recitals:

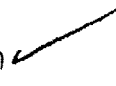
- A. CMI is the owner and holder or servicing agent of a certain Note and Deed of Trust/Mortgage made and executed or assumed by the Borrower,
- B. The Borrower has failed and omitted to make regular monthly payments in accordance with the terms of the Note and Deed of Trust/Mortgage, therefore, the loan is in default, and CMI has exercised its rights to institute collections (and/or foreclosure, if applicable).
- C. The Borrower has requested that CMI enter into this Agreement to place its foreclosure on hold. CMI wishes to assist Borrower, but does not wish to discontinue collection (and/or foreclosure, if applicable), until the loan is brought current.

Agreement:

- 1) The total amount needed to bring the loan current through and including the October payment is the following sum:

11 payments at \$535.10	\$ 5,886.10
3 payments at \$529.11	\$ 1,587.33
Late Charges Due:	\$ 341.28
Foreclosure Fees:	\$ 1,763.00
Other:	\$ 150.00
Other:	\$ 13.50
Total Arrears Due:	\$ 9,741.21

- 2) Beginning on 11/1/2012, Borrower shall resume making regularly scheduled monthly payments. Borrower shall pay the above arrears as follows:

\$ 900.00 due 11/10/2010 (down payment along with signed agreement) 
\$ 928.87 due 12/10/2010
\$ 928.87 due 1/10/2011
\$ 928.87 due 2/10/2011
\$ 928.87 due 3/10/2011
\$ 928.87 due 4/10/2011
\$ 928.87 due 5/10/2011
\$ 928.87 due 6/10/2011
\$ 928.87 due 7/10/2011
\$ 928.87 due 8/10/2011
\$ 928.87 due 9/10/2011
\$ 928.87 due 10/10/2011
\$ 928.87 due 11/10/2011
\$ 928.87 due 12/10/2011
\$ 928.87 due 1/10/2012
\$ 928.87 due 2/10/2012
\$ 928.87 due 3/10/2012
\$ 928.87 due 4/10/2012
\$ 928.87 due 5/10/2012
\$ 928.87 due 6/10/2012
\$ 928.87 due 7/10/2012
\$ 928.87 due 8/10/2012
\$ 928.87 due 9/10/2012
\$ 928.84 due 10/10/2012

- 3) By entering into this Agreement, CMI is neither modifying, nor waiving any rights under the Note and Deed of Trust/Mortgage, which shall continue in full force and effect. CMI is only agreeing to forbear from further collection (and/or foreclosure, if applicable), on the condition that Borrower makes all regularly scheduled payments due under the Note and Deed of Trust/Mortgage and arrears payments under this Agreement, including the down payment. In the event of Borrower does not make all payments under this Agreement, CMI will proceed with collection and/or foreclosure, if applicable, without further notice, except as prohibited by state law.
- 4) All money paid to CMI during the term of this Agreement is due and not refundable.
- 5) Upon the receipt of the last payment under this Agreement and provided that Borrower's account is current, CMI will then discontinue the pending collection (and/or foreclosure, if applicable). After all the above payments have been made and the loan is no longer delinquent, Borrower shall continue to make the regularly scheduled monthly payments in accordance with the terms of the Note and Deed of Trust/Mortgage.
- 6) This Agreement is subject to change if the regular payment amount changes. If you have questions regarding your new payment amount please contact the Loss Mitigation Department. The monthly payment provided for in this schedule may increase or decrease due to the following conditions:
 - (a) Variable Interest Rate or Graduated Payment loans;
 - (b) Escrow impound changes or advances;
 - (c) Costs, fees and reimbursements provided for under the loan documents that may be assessed to the account.
- 7) CMI will not discontinue the pending collection (and/or foreclosure, if applicable), until Borrower's account is current.
- 8) If you file for bankruptcy at any time during term of this agreement, please notify CMI immediately as it may affect the terms of this stipulated agreement.
- 9) All money paid to CMI during the term of this agreement must be in *certified funds*.
- 10) All payments under this agreement are due on or before the due dates. There is no grace period under the plan for any payments.

Loan No: 770743996
CitiMortgage, Inc.

Loss Mitigation Specialist
Rebecca Kartchner

Date

I/we agree to all terms as set forth in this agreement:

Borrower: _____

10-30-10
Date

Co-Borrower: _____

10-30-10
Date

STATE OF INDIANA)
)
ST. JOSEPH COUNTY)

IN THE ST. JOSEPH CIRCUIT/SUPERIOR COURT

BAC HOME LOANS)
)
VS.)
)
)
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CAUSE NO. 71C011005MF00279

FILED
SEP 27 2010
St. Joseph Superior Court

ORDER FOLLOWING SETTLEMENT CONFERENCE

Upon submission of the report of Facilitator Judith Fox, the Court now enters the following order:

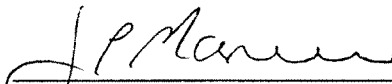
A Mortgage Foreclosure Settlement Conference was scheduled to occur on the 21st day of September, 2010, pursuant to the court's Order dated July 22, 2010.

Plaintiff appears by counsel, [REDACTED] Plaintiff failed to appear, despite attempts by their counsel to reach them on the telephone. Defendant, [REDACTED] appeared in person. Facilitator, Judith Fox, appeared in person.

The Settlement Conference was not conducted and is reconvened to October 21, 2010 at 3:00 p.m. in the office of Judith Fox, Notre Dame Legal, 725 Howard, South Bend, Indiana. All parties and counsel to appear in person.

Plaintiff [REDACTED] is sanctioned \$2500.00 for its violation of the Court's previous order that it appear and participate in this Settlement Conference. Payment shall be made to the Clerk of the Court on or before October 10, 2010..

So ordered this 27th day of September, 2010.



Jenny Pitts Manier, Judge
St. Joseph Superior Court

cc: J. Fox
[REDACTED]