

**FORECLOSURE MEDIATION SUMMARY**

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Case No.:	County:	Date:
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**PART I: GENERAL INFORMATION**

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***THE FOLLOWING PARTIES PARTICIPATED IN THE MEDIATION:***

<input type="checkbox"/> Mediator:	Name/Contact Info.: _____ Method of Participation: <input type="checkbox"/> In Person <input type="checkbox"/> By Telephone
<input type="checkbox"/> Borrower(s):	Name/Contact Info.: _____ Method Of Participation: <input type="checkbox"/> In Person <input type="checkbox"/> By Telephone
<input type="checkbox"/> Borrower Attorney:	Name/Contact Info.: _____ Method Of Participation: <input type="checkbox"/> In Person <input type="checkbox"/> By Telephone
<input type="checkbox"/> Servicer:	Name/Contact Info.: _____ Method Of Participation: <input type="checkbox"/> In Person <input type="checkbox"/> By Telephone
<input type="checkbox"/> Servicer Attorney:	Name/Contact Info.: _____ Method Of Participation: <input type="checkbox"/> In Person <input type="checkbox"/> By Telephone
<input type="checkbox"/> Loan Owner/Holder:	Name/Contact Info.: _____ Method Of Participation: <input type="checkbox"/> In Person <input type="checkbox"/> By Telephone
<input type="checkbox"/> Holder Attorney:	Name/Contact Info.: _____ Method Of Participation: <input type="checkbox"/> In Person <input type="checkbox"/> By Telephone
<input type="checkbox"/> Other:	Name/Contact Info.: _____ Method Of Participation: <input type="checkbox"/> In Person <input type="checkbox"/> By Telephone
<input type="checkbox"/> Other:	Name/Contact Info.: _____ Method Of Participation: <input type="checkbox"/> In Person <input type="checkbox"/> By Telephone

**THE FOLLOWING GENERAL RESULT OCCURRED:**

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Full agreement/settlement  Partial agreement/settlement

Additional session(s) scheduled for: \_\_\_\_\_

Comments: \_\_\_\_\_

Returned to the docket to be scheduled for a status conference

No agreement/settlement (returned to the docket)

**CONFIDENTIALITY:**

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No aspects of this mediation shall be confidential.

All aspects of this mediation shall remain confidential. Note: privilege applies except as provided in the uniform mediation act as adopted in Ohio.

Only the following aspects of this mediation shall be confidential: \_\_\_\_\_

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**PART II: AGREEMENT/SETTLEMENT DETAILS**

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**THE PARTIES AGREED TO THE FOLLOWING:**

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*(Choose Retention or Relinquishment/Transition and provide details)*

**1. Retention.** The borrower will retain the home via the following method(s):

*(Check all that apply and insert details following the list)*

- A. Repayment/Reinstatement
- B. Forebearance
- C. Temporary change in terms, such as rate and/or payment reduction
- D. Refinance
- E. Short payoff
- F. Loan modification (see details below)
- G. Other \_\_\_\_\_

**DETAILS:**

- The Servicer will report the loan as paid in current status effective as of: \_\_\_\_\_
- Treatment of arrearage: \_\_\_\_\_
- Other fees/costs (list and outline details): \_\_\_\_\_

Terms of agreement:

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**IF AGREEMENT FOR LOAN MODIFICATION, THESE ARE THE PRIMARY TERMS:**

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**Loan balance.**

The balance due as shown on Servicer's books is not being modified.

The loan balance shall be modified as follows:

Lump sum modification to \$ \_\_\_\_\_ effective as of \_\_\_\_\_

**Fees and Costs**

In addition to the previous loan balance, the aforementioned loan balance includes a total amount of \$ \_\_\_\_\_ which includes (identify each item, such as interest, Costs, fees, etc, and the amount for each) \_\_\_\_\_

**OR**

Total Waiver of \$ \_\_\_\_\_ which includes \_\_\_\_\_ (identify each item, such as interest, costs, fees, etc., and the amount for each) \_\_\_\_\_

Other: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Interest rate.**

The interest rate stated in the original promissory note shall remain unchanged.

The interest rate shall be permanently modified to \_\_\_\_\_ % effective as of \_\_\_\_\_

Other: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

**Loan term.**

The loan term stated in the original promissory note shall remain unchanged.

There are \_\_\_\_\_ monthly payments remaining as of \_\_\_\_\_

Other: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

**Payment.**

Resulting initial monthly payment: \$ \_\_\_\_\_ P&I \$ \_\_\_\_\_ Escrow \$ \_\_\_\_\_ Total

Other terms for temporary period.

The following different loan terms shall apply to a temporary period

commencing \_\_\_\_\_ and ending \_\_\_\_\_

The interest rate for the temporary period is \_\_\_\_\_ % per annum.

The monthly payment for principal and interest during the temporary period is \$ \_\_\_\_\_

Other different terms for the temporary period: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

**2. Relinquishment/Transition.** The borrower will relinquish the home to the lender via the following method(s):

A. In rem foreclosure/consent judgment

B. Short sale

C. Deed in lieu of foreclosure

D. Other: \_\_\_\_\_

DETAILS:

Cash-for-keys payment: No  Yes  \$ \_\_\_\_\_ When: \_\_\_\_\_

Conditions: \_\_\_\_\_

Other: \_\_\_\_\_

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**PART III: MISCELLANEOUS**

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 **1. Deficiency/Residual liability (deficiency judgment, short recovery, etc.):**

The settlement agreement will include a provision waiving any deficiency resulting from recovery by the Servicer of less than the full amount the Servicer claims now to be due on the loan.

Comments: \_\_\_\_\_  
\_\_\_\_\_

 **2. Tax consequences/liability:**

The settlement agreement will include a provision reciting facts of dispute and settlement intended to place the settlement transaction within one of the following "safe harbors" from potential taxation of the Borrower for imputed income resulting from forgiveness of debt:

Settlement of disputed claims       Amount forgiven consists solely of interest and fees

Bankruptcy       Insolvency (explain): \_\_\_\_\_

The Servicer agrees not to file IRS Form 1099 or otherwise report potential debt forgiveness

Comments: \_\_\_\_\_  
\_\_\_\_\_

 **3. Other terms not mentioned above?**

Yes – details are as follows: \_\_\_\_\_  
\_\_\_\_\_

No

 **4. Is this agreement contingent upon the signing of other documents and/or forms?**

Yes, they are (provide a detailed list and/or attach (preferred)): \_\_\_\_\_

Plan to execute is: \_\_\_\_\_  
\_\_\_\_\_

No

 **5. Documentation responsibility (who will process what documents, when, etc.):**  
\_\_\_\_\_ **6. Motion to dismiss**

Filed by: \_\_\_\_\_

On or before: \_\_\_\_\_

**IN WITNESS WHEREOF**, each of the participants in this mediation session has executed this mediation report on the date set forth opposite his, her or its name below, and is fully bound by the terms set forth in this mediation report.

Date signed: \_\_\_\_\_  
Borrower

Date signed: \_\_\_\_\_  
Borrower

Date signed: \_\_\_\_\_  
Servicer

Date signed: \_\_\_\_\_  
Loan Owner/Lender/Trustee

Date signed: \_\_\_\_\_  
Non-Party Participant

Date signed: \_\_\_\_\_  
Non-Party Participant

Date signed: \_\_\_\_\_  
Non-Party Participant