

Code:

Mediator's Name: _____

Mediator's Bar Number: _____

Mediator's Firm Name: _____

Mediator's Address: _____

Mediator's Telephone: _____

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

_____,
Petitioner,

Case No. _____

vs.

Dept. No. _____

_____,
Respondent.
_____ /

MEDIATOR'S STATEMENT

Homeowner Last Name _____	Homeowner First Name _____
Homeowner Last Name _____	Homeowner First Name _____
Property Street Address _____	
Property City _____	State _____ Zip Code _____

INSTRUCTIONS

- **If no mediation is held:** Please ensure the following are completed:
 - PART 2A: SUMMARY
 - PART 2F: MEDIATOR CERTIFICATION and
 - PART 5: MAILING CERTIFICATION
- **If a mediation is held and no agreement is reached:** please ensure the following are completed:
 - PART 1: SIGN-IN SHEET
 - PART 2A: SUMMARY
 - PART 2B: DISPOSITION
 - PART 2C: HOMEOWNER PARTICIPATION (if applicable)
 - PART 2D: LENDER PARTICIPATION (if applicable)
 - PART 2E: RECOMMENDATIONS FOR SANCTIONS (if applicable)
 - PART 2F: MEDIATOR CERTIFICATION and
 - PART 4: MEDIATOR'S RECOMMENDATION FOR DISMISSAL OF PETITION
 - PART 5: MAILING CERTIFICATION
- **If an agreement is reached by the parties:** please ensure **all applicable parts** of this form are completed, including all sections indicated directly above, as well as PART 3: AGREEMENT (Sections A-G).
- **Return completed Mediator Statement and Agreement within 10 days by E-filing with the District Court.**

Part 1 : SIGN-IN SHEET		Date: _____
Mediator:	Name: _____ Print	
	Contact Info: _____ Email _____ Telephone # _____	
	Participated: <input type="checkbox"/> In Person <input type="checkbox"/> By Telephone	
Homeowner(s)/ Grantor:	Name: _____ Print	
	Contact Info: _____ Email _____ Telephone # _____	
	Participated: <input type="checkbox"/> In Person <input type="checkbox"/> By Telephone	
Homeowner(s)/ Grantor:	Name: _____ Print	
	Contact Info: _____ Email _____ Telephone # _____	
	Participated: <input type="checkbox"/> In Person <input type="checkbox"/> By Telephone	
Homeowner Atty. Or Rep:	Name: _____ Print	
_____ NV Bar/NRS 645F License #	Contact Info: _____ Email _____ Telephone # _____	
	Participated: <input type="checkbox"/> In Person <input type="checkbox"/> By Telephone	
Beneficiary (Person with Authority):	Name: _____ Print	
	Contact Info: _____ Email _____ Telephone # _____	
	Participated: <input type="checkbox"/> In Person <input type="checkbox"/> By Telephone	
Lender Atty. or Rep:	Name: _____ Print	
_____ NV Bar/NRS 645F License #	Contact Info: _____ Email _____ Telephone # _____	
	Participated: <input type="checkbox"/> In Person <input type="checkbox"/> By Telephone	
Other:	Name: _____ Print	
	Contact Info: _____ Email _____ Telephone # _____	
	Participated: <input type="checkbox"/> In Person <input type="checkbox"/> By Telephone	

If needed, a separate sheet may be utilized for additional attendees.

The attending parties are signing this sheet only to memorialize their presence at the mediation. If an agreement is reached, the parties will be request by the mediator to execute the agreement section of this Mediator Statement, which will outline the basic terms agreed upon at mediation. The mediator may be compelled to testify in any subsequent proceedings regarding the contents of an agreement.

Part 2A: SUMMARY

(In this section in its entirety (Part 2A-G) the mediator will document the applicable outcomes of the mediation. All appropriate boxes should be checked in this section.)

A Document Conference was held on _____. (Attach Completed Document List)

A Foreclosure Mediation was held on _____.

A Foreclosure Mediation was **not** held (Check All That Apply):

Homeowner requested to withdraw from mediation

Homeowner in active bankruptcy

Non-eligible property

Parties resolved prior to mediation (Complete Part 3: AGREEMENT SECTION G)

Part 2B: DISPOSITION

(Mediator must check one box below)

The parties were unable to agree to a loan modification or make other arrangements and the mediation is terminated.

The parties resolved this matter. If marked, also complete Part 3: Mediation Agreement.

Part 2C: HOMEOWNER (GRANTOR) PARTICIPATION

Homeowner (Grantor) failed to attend the mediation.

Homeowner (Grantor) failed to exchange required documents.

COMMENTS

Part 2D: BENEFICIARY (LENDER) PARTICIPATION

If any item is checked below, the mediator may recommend sanctions. (Determine specific sanction recommendations with particularity in Part 2E).

- Beneficiary (Lender), and/or its Representative, failed to attend the mediation. NFMR 11(1)(a).
 - Beneficiary (Lender), and/or its Representative, failed to demonstrate authority, or provide access to a person with authority, to negotiate a loan modification. NFMR 11 (1)(a).
 - Beneficiary (Lender), and/or its Representative, failed to participate in good faith.
- Beneficiary (Lender), and/or its Representative, failed to bring to mediation each document required. NFMR 12 (7). (Check all missing or incomplete documents).
- An original or certified copy of the mortgage note, or judicial order pursuant to NRS104.3309.
 - A certification with an original signature of each endorsement and/or assignment of the mortgage note, or judicial order pursuant to NRS 104.3309.
 - An original or certified copy of the deed of trust (DOT), or judicial order pursuant to NRS 104.3309.
 - A certification with an original signature of each assignment of the deed of trust (DOT), or judicial order pursuant to NRS 104.3309.
 - Appraisal or Broker Price Opinion (BPO) in accordance with NRS 645.2515 dated not more than 60 days prior to the date of the scheduled mediation.
 - Short Sale document in accordance with the Nevada Foreclosure Mediation Rules.

Part 2E: SPECIFIC RECOMMENDATION(S) FOR SANCTIONS

(In this section mediators must state with particularity the participant’s conduct and specific reason(s) for recommending sanctions.)

Part 2F: MEDIATOR’S CERTIFICATION

The Mediator hereby certifies, under the penalty of perjury, that the foregoing is a true and accurate record of the proceedings as required by the Nevada Mediation Foreclosure Rules.

Date: _____

MEDIATOR

All documents and discussions presented during the mediation are confidential except in an action for Judicial Review as set forth in the applicable State of Nevada Foreclosure Mediation Rules and NRS Chapter 107.

Part 3: AGREEMENT (Sections A-G)

This section outlines the detailed agreement between the grantor and the beneficiary. The mediator will complete all section that apply.

THE PARTIES AGREED TO THE FOLLOWING

(Please Choose Either A or B and check all that apply):

3A. RETAIN THE HOME	3B. RELINQUISH THE HOME
<input type="checkbox"/> 1. Reinstatement <input type="checkbox"/> 2. Repayment Plan <input type="checkbox"/> 3. Extension <input type="checkbox"/> 4. ARM to Fixed Rate <input type="checkbox"/> 5. Amortization Extended <input type="checkbox"/> 6. Interest Rate Reduction <input type="checkbox"/> 7. Principal Forbearance <input type="checkbox"/> 8. Other Forbearance <input type="checkbox"/> 9. Principal Reduction <input type="checkbox"/> 10. Refinance <input type="checkbox"/> 11. Temporary Modification Expiration Date: _____ <input type="checkbox"/> 12. Permanent Modification <input type="checkbox"/> 13. Short payoff \$ _____ When: _____ Conditions: _____ _____ <input type="checkbox"/> 14. Gov't Program: _____	<input type="checkbox"/> 1. Deed in Lieu of Foreclosure <input type="checkbox"/> 2. Voluntary Surrender <input type="checkbox"/> 3. Cash for Keys \$ _____ <input type="checkbox"/> 4. Gov't Program: _____ <input type="checkbox"/> 5. Other Forbearance <input type="checkbox"/> 6. Short Sale Estimated Short Sale Value: _____ Listed By Date: _____ Listing Period: From _____ to _____ Listing Price: _____ Beneficiary Offer Acceptance By Date: _____ Maximum Escrow Period: _____ <input type="checkbox"/> 7. Waiver of Deficiency <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 8. Vacate Date: _____ <input type="checkbox"/> 9. Certificate Date: _____ Comments: _____

3C. DETAILS

- Beneficiary will report the loan as paid in current status effective as of: _____
- Treatment of arrearages: _____
- Waiver of Fees and Penalties: _____
- Rescind Notice of Default effective as of: _____

3D. THE FOLLOWING TERMS REMAIN UNCHANGED (Please check all that apply.)

- The balance due as shown on beneficiary's book, which is _____
- The interest rate stated in the original note, which is _____
- The loan term stated in the original note, which is: _____

3E: LOAN MODIFICATION (Please complete all that apply)

Temporary Modification	Permanent Modification												
<p>1. Loan Balance Total loan balance shall be modified to \$ _____ Effective date _____</p>	<p>Total loan balance shall be modified to \$ _____ Effective date _____</p>												
<p>2. Interest Rate Period 1 a. Interest rate will be temporarily modified to _____% b. Effective as of _____ c. For the Period of _____ months Period 2 a. Interest rate will be temporarily modified to _____% b. Effective as of _____ c. For the Period of _____ months*</p>	<p>Period 1 a. Interest rate will be temporarily modified to _____% b. Effective as of _____ c. For the Period of _____ months Period 2 a. Interest rate will be temporarily modified to _____% b. Effective as of _____ c. For the Period of _____ months*</p>												
<p>3. Loan Term There are _____ monthly payments remaining as of _____. Begin date _____ End date _____</p>	<p>There are _____ monthly payments remaining as of _____. Begin date _____ End date _____</p>												
<p>4. Payment Resulting initial payment \$ _____ Principal & Interest \$ _____ Escrow \$ _____ Total: _____</p>	<p>Resulting initial payment \$ _____ Principal & Interest \$ _____ Escrow \$ _____ Total: _____</p>												
<p>5. Fees & Costs The aforementioned loan balance includes fees & costs for temporary and permanent modifications as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; text-align: center;">Incurred</th> <th style="width: 50%; text-align: center;">Waived</th> </tr> </thead> <tbody> <tr> <td>Interest \$ _____</td> <td>Interest \$ _____</td> </tr> <tr> <td>Costs \$ _____</td> <td>Costs \$ _____</td> </tr> <tr> <td>Fees \$ _____</td> <td>Fees \$ _____</td> </tr> <tr> <td>Other \$ _____</td> <td>Other \$ _____</td> </tr> <tr> <td>Total \$ _____</td> <td>Total \$ _____</td> </tr> </tbody> </table>		Incurred	Waived	Interest \$ _____	Interest \$ _____	Costs \$ _____	Costs \$ _____	Fees \$ _____	Fees \$ _____	Other \$ _____	Other \$ _____	Total \$ _____	Total \$ _____
Incurred	Waived												
Interest \$ _____	Interest \$ _____												
Costs \$ _____	Costs \$ _____												
Fees \$ _____	Fees \$ _____												
Other \$ _____	Other \$ _____												
Total \$ _____	Total \$ _____												
<p>Comments:</p>													

* If additional Periods agreed upon by the parties, please indicate on a separate sheet and attached hereto.

3G: DEFICIENCY & TAX LIABILITY

Please be advised that the mediator is not permitted to provide any legal or tax advice to the parties on any issues related to the mediation or the terms of any potential settlement agreement. It is suggested that the parties contact a licensed professional of their choice for legal or tax advice related to this mediation and any potential settlement.

1. Deficiency:

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

Comments:

2. Other deficiency and/or tax liability terms not mentioned above:

Additional terms, details are as follows:

3. Is this agreement contingent upon the signing of other documents and/or forms (i.e., updated financial information, tax returns, divorce decree, etc.)?

If yes, provide a detailed list and/or attach:

3G: SETTLEMENT/RESOLUTION BEFORE MEDIATION

The parties reached a settlement and/or resolution prior to the scheduled mediation.

- Copy of signed Settlement/Resolution Agreement attached. (Attach signed agreement)
- Settlement/Resolution Agreement memorialized at mediation as reflected in the Mediator Statement.

3H: SIGNATURE OF PARTIES

IN WITNESS WHEREOF, each of the participants in this mediation has executed this mediation agreement on the date set forth. The parties agree to separately prepare and execute the documents necessary to accomplish the terms of this agreement.

Date: _____
Homeowner (Grantor)

Date: _____
Homeowner (Grantor)

Date: _____
Homeowner's Attorney/Representative

Date: _____
Lender (Beneficiary)

Date: _____
Lender's Attorney/Representative

Date: _____
Other (Please specify relationship to Lender or Homeowner)

Date: _____
Other (Please specify relationship to Lender or Homeowner)

PART 4: RECOMMENDATION FOR DISMISSAL OF PETITION

The parties did not reach a settlement as a result of mediation and I therefore recommend dismissal of the petition, pursuant to NFMR 20(3).

MEDIATOR

PART 5: EMAIL/HAND DELIVERY CERTIFICATION

(Check one box below to indicate method of delivery)

Hand delivered to the respective parties and Mediator on _____.

Electronically served on all interested parties, including the Property Owner/Petitioner, Beneficiaries, Trustee, Home Means Nevada, Inc. on _____, pursuant to N.E.F.C.R. Rule 9.

MEDIATOR

CONTINUATION:

If needed, utilize the space below to further memorialize the mediation or include additional comments. Please identify the section this information related to by using the specific section number (Part 1 through Part 5), as listed above.