**MEST**

Mediator’s Name

Mediator’s Bar Number

Mediator’s Firm Name

Mediator’s Address

Mediator’s Phone Number

DISTRICT COURT

CLARK COUNTY, NEVADA

 )

 )

 )

 Petitioner, )

 )

v. ) CASE NO. A

 ) DEPT NO.

 )

 )

 )

 Respondent. ) **Foreclosure Mediation**

 )

**MEDIATOR’S STATEMENT**

|  |
| --- |
| Homeowner Last Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Homeowner First Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| Co-owner Last Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_Co-owner 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: MAILIN*G* 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:Contact Info.: | Print Email Telephone #  |
|  |   |
| **Homeowner(s) (Grantor):** | Name:Contact Info.: | Print SignatureEmail Telephone #  |
| Participated: | [ ]  In Person [ ]  By Telephone |
| **Homeowner(s) (Grantor):** | Name:Contact Info.: | Print SignatureEmail Telephone #  |
| Participated: | [ ]  In Person [ ]  By Telephone |
| **Homeowner Atty. or Rep:****NV Bar/NRS 645F License #** | Name:Contact Info.: | Print SignatureEmail Telephone #  |
| Participated: | [ ]  In Person [ ]  By Telephone |
| Beneficiary (PersonWith Authority): | Name:Contact Info.: | Print SignatureEmail Telephone #  |
| Participated: | [ ]  In Person [ ]  By Telephone |
| Lender Atty. or Rep:**NV Bar/NRS 645F License #** | Name:Contact Info.: | Print SignatureEmail Telephone #  |
| Participated: | [ ]  In Person [ ]  By Telephone |
| Other: | Name:Contact Info.: | Print SignatureEmail Telephone #  |
| Participated: | [ ]  In Person [ ]  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 requested 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 not be compelled to testify in any subsequent proceedings regarding the contents of an agreement.**

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| **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**.

|  |
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| PART 2C: homeowner (grantor) PARTICIPATION |

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| --- |
| [ ]  Homeowner (Grantor) failed to attend the mediation. |
| [ ]  Homeowner (Grantor) failed to exchange required documents. |

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| **COMMENTS** |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| PART 2D: beneficiary (lender) PARTICIPATION |

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| ***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 NRS 104.3309.[ ]  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. |

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| **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: RECOMMENDATION(S) REGARDING ISSUANCE OF CERTIFICATE.**  |

[ ]  Pursuant to NFMR 18, a certificate shall issue. The Certificate Issuance Date shall be: \_\_\_\_\_\_\_\_\_\_\_\_\_.

[ ]  Pursuant to NFMR 18, a certificate shall **not** issue for the foregoing reasons:

|  |
| --- |
| **PART 2G: MEDIATOR’S CERTIFICATION** |

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

 DATED this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

 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.**

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| **PART 3: AGREEMENT (Sections A-G) This section outlines the detailed agreement between the grantor and the beneficiary. The meditator will complete all sections that apply.**  |

|  |
| --- |
| **THE PARTIES AGREED TO THE FOLLOWING (Please Choose Either A or B and check all that apply):**  |
| **A. Retain the home** | **B. Relinquish the home** [ ]  1. Deed in Lieu of Foreclosure [ ]  2. Voluntary Surrender[ ]  3. Cash for Keys $­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  [ ]  4. Gov’t. Program: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [ ]  5. Other Forbearance [ ]  6. Short SaleEstimated Short Sale Value: \_\_\_\_\_\_\_\_\_Listed By Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Listing Period: From \_\_\_\_\_\_to\_\_\_\_\_\_\_Listing Price:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Beneficiary Offer Acceptance By Date:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Maximum Escrow Period: \_\_\_\_\_\_\_ [ ]  7. Waiver of Deficiency: [ ]  Yes [ ]  No [ ]  8. Vacate Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [ ]  9. Certificate Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Comments:  |
| [ ]  1. Reinstatement[ ]  2. Repayment Plan[ ]  3. Extension [ ]  4. ARM to Fixed Rate [ ]  5. Amortization Extended [ ]  6. Interest Rate Reduction [ ]  7. Principal Forbearance [ ]  8. Other Forbearance [ ]  9. Principal Reduction [ ]  10. Refinance[ ]  11. Temporary Modification  Expiration Date :\_\_\_\_\_\_\_\_\_\_\_\_\_ [ ]  12. Permanent Modification[ ]  13. Short payoff: $­­­­­\_\_\_\_\_\_\_\_\_ When:\_\_\_\_\_\_\_\_\_\_\_\_\_ Conditions:­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [ ]  14. Gov’t. Program: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
|  |  |
| **C. 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**D. The Following terms remain unchanged (Please check all that apply.)**

[ ]  The balance due as shown on beneficiary’s books, which is \_\_\_\_\_\_\_\_\_\_\_\_\_

[ ]  The interest rate stated in the original note, which is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[ ]  The loan term stated in the original note, which is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |
| --- |
| **E. LOAN MODIFICATION (Please complete all that apply)** |
|

|  |  |  |
| --- | --- | --- |
|  | **Temporary Modification** | **Permanent Modification** |
|  **1. Loan Balance** | Total loan balance shall be modified to  $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_Effective date \_\_\_\_\_\_\_\_\_\_\_ | Total loan balance shall be modified to: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_Effective date: \_\_\_\_\_\_\_\_\_\_\_ |
| **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 **\*** | **Period 1**a. Interest rate will be modified to \_\_\_%b. Effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_c. For the Period of \_\_\_\_\_\_\_months**Period 2**a. Interest rate will be modified to \_\_\_%b. Effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_c. For the Period of \_\_\_\_\_\_\_ months**\*** |
| **3. Loan Term** | There are \_\_\_\_\_\_\_ monthly payments remaining as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Begin Date:\_\_\_\_\_\_\_\_\_\_ End Date:\_\_\_\_\_\_\_\_\_\_\_ | There are \_\_\_\_\_\_\_ monthly payments remaining as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Begin Date:\_\_\_\_\_\_\_\_\_\_ End Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |
| **4. Payment** | Resulting initial payment: $\_\_\_\_\_\_\_\_\_\_\_\_ | Resulting initial payment: $\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Principal & Interest:$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Principal & Interest:$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Escrow: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Escrow: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Total: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Total: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **5. Fees & Costs** |

|  |
| --- |
| **The aforementioned loan balance includes fees & costs for temporary and permanent modifications as follows:** |

 |
|  | Incurred | Waived |
|  | Interest $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Interest $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Costs $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Costs $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Fees $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Fees $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Other $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Other $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | TOTAL: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | TOTAL: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Comments: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| ­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

 |

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

|  |
| --- |
| **F. DEFICIENCY & TAX LIABILTY** |
| **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:  |
|

|  |
| --- |
| **G. SETTLEMENT/RESOLUTON 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. |

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| --- |
| **H. 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) |

|  |
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| **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 |

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| **PART 5: EMAIL/HAND DELIVERY CERTIFICATION** (**CHECK ONE BOX BELOW TO INDICATE METHOD OF DELIVERY)** |

I hereby certify that I E-filed this Mediator Statement on the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, with the District Court

 AND

 Mailed to the parties at the following address(es) on the same date

OR

 Electronically served on all interested parties, including the Property Owner/Petitioner, Respondent, Beneficiaries, Trustee, and Home Means Nevada, Inc. on the same date.

|  |  |
| --- | --- |
|  |  |

 MEDIATOR

**CONTINUATION SHEET**