

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT  
CHAMPAIGN COUNTY, ILLINOIS

COUNTY ADMINISTRATIVE ORDER 2022-6

**RESIDENTIAL FORECLOSURE MANDATORY MEDIATION PROGRAM**

Prior Administrative Orders 2014-1 (creation of residential foreclosure mandatory mediation program) and 2021-7 (modifying the program fee) are hereby rescinded and replaced with the attached residential foreclosure mandatory mediation program, effective October 1, 2022.

Date: 9-28-22

ENTER:   
Presiding Judge Randall B Rosenbaum

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT  
CHAMPAIGN COUNTY, ILLINOIS  
ADMINISTRATIVE ORDER  
RESIDENTIAL FORECLOSURE MANDATORY MEDIATION PROGRAM

Effective October 1, 2022

PURPOSE:

The Foreclosure Mediation Program (Program) is designed to alleviate the burden of costs and expenses to lenders, borrowers and taxpayers caused by residential mortgage foreclosures. The Program aims to keep families in homes and prevent vacant and abandoned homes that negatively impact property values and destabilize neighborhoods. The Program also promotes greater efficiency in the administration of justice by reducing the backlog of court cases in the lengthy foreclosure process.

ACTIONS ELIGIBLE FOR MEDIATION:

The Program is mandatory and limited to owner-occupied residential property that serves as the homeowner's primary residence. Foreclosures of non-residential, investment, or commercial properties are not eligible for the Program.

EFFECT OF THE PROGRAM RULES ON PENDING COURT CASE:

The borrower must file an answer and appearance in the foreclosure action if he or she wishes to litigate the case. The borrower does not have to file an answer and appearance to participate in the mandatory mediation program. No dispositive motions, including motion for default judgment, shall be allowed until mediation is completed. Unless otherwise ordered by the court, no discovery shall take place until after the mediation is complete. Both parties are required to submit documents and provide information necessary for the mediation process and required by the mediation rules.

If a borrower fails to appear for the Initial Intake Conference for mandatory mediation, all motions shall be allowed, including but not limited to, a motion for default judgment.

The court retains jurisdiction to hear any and all motions relevant to mediation.

## MEDIATION PROCEDURE:

### 1) ADMINISTRATION OF PROGRAM/KEY COURT PERSONNEL:

The Mediation Program will be managed by a Coordinator. The Coordinator refers to an individual or organization funded or appointed by the Court to oversee the project. The Coordinator at the time this Order is entered will be Dispute Resolution Institute, Inc. (DRI), a 501(c)(3) nonprofit mediation organization.

### 2) FEES AND COSTS

#### A) FILING FEES

In addition to the costs assessed by the Circuit Clerk, there is an additional \$100 fee to fund this Foreclosure Mediation Program.

#### B) MEDIATOR'S FEES:

Mediators shall be reimbursed \$200.00 per case mediated. Coordinator staff who perform initial intakes and pre-mediations shall not be considered mediators and will not be reimbursed on a per case basis.

#### C) ADMINISTRATIVE COSTS:

The filing fee fund will support the sustainability of the administration of the Program. DRI will use any and all grant funds awarded annually towards the program, prior to invoicing the filing fee fund.

### 3) COMPLAINT AND SUMMONS:

#### A) COMPLAINT AND ATTACHMENTS:

The Complaint shall clearly designate whether the case is subject to mediation. Beneath the caption title "Complaint," the plaintiff shall include "Subject to Mandatory Mediation."

After the foreclosure complaint is filed, the homeowner is served with the summons, notice of mandatory mediation, and the foreclosure mediation program initial questionnaire. The notice of mandatory mediation shall: advise the borrower to bring certain documents to the Initial Intake Conference; contain a list of housing counselors certified by Housing and Urban Development that may be available to assist the borrowers in foreclosure; advise the borrower of free legal assistance in the area,

specifically Land of Lincoln Legal Aid; and advise the borrower that a language interpreter is available without cost upon contacting the Coordinator.

In cases subject to mandatory mediation, in addition to the forms required by the Illinois Supreme Court Rules, plaintiff shall use the following forms: Summons (Exhibit A), Notice of Mandatory Mediation (Exhibit B), and Foreclosure Program Initial Questionnaire (Exhibit C).

**B) SUMMONS:**

In all mandatory mediation cases, the plaintiff shall select a date and time for the Initial Intake Conference from a list of dates issued by the Court to be included in the Summons. The dates shall be at least thirty (30) days from the issuance of the Summons.

If service is by Publication, the plaintiff shall pick a date from the Court list at least sixty (60) days from the date of first publication.

The Circuit Clerk will set the case to the Initial Intake Conference calendar on the date selected on the summons or the affidavit for publication, both of which shall contain an Initial Intake Conference date.

Where there is more than one homeowner subject to the mortgage, and at least one of the homeowners appears at the initial intake conference, the Coordinator shall accept the case into the Program, which shall include each homeowner subject to the mortgage.

**4) REQUIRED DOCUMENTS TO BE PROVIDED AT THE INITIAL INTAKE CONFERENCE AND PRE-MEDIATION CONFERENCES:**

**A) INITIAL INTAKE CONFERENCE**

The lender or its representative shall provide the following at or before the initial intake conference:

- i) The lender's current loan modification packet and information on the loan. The plaintiff may mail an assistance packet directly to the homeowner and send a copy to the Coordinator, or the plaintiff may send an assistance packet to the Coordinator to provide to the homeowner at the Initial Intake Conference.
- ii) The plaintiff will provide a list of supporting documents and the plaintiff counsel's information for submissions by email or mail.

- iii) The plaintiff shall notify the Coordinator who is the owner of the loan and if there are any issues that prevent a loan modification or non-retention option.

#### B) PRE-MEDIATION CONFERENCE

The lender or its representative shall provide the following at the first pre-mediation conference:

- i) Proof of the Plaintiff's standing to file the foreclosure;
- ii) Proof of the mortgage holder's standing and status as the real party in interest;
- iii) Any pooling and servicing agreement;
- iv) Loan origination documents;
- v) Appraisal at the time of the loan origination and any subsequent appraisal;
- vi) Payment history records with respect to the mortgage, including all fees and costs incurred;
- vii) An itemization of the amounts needed to cure and payoff the mortgage.

The homeowner shall provide the following at the first pre-mediation conference:

- i) Proof of income, e.g., pay stubs or benefit statements.

#### 5) PURPOSE AND GOALS OF THE INITIAL INTAKE CONFERENCE, PRE-MEDIATION CONFERENCES AND MEDIATION CONFERENCES:

The purpose of these conferences and the Program itself is to allow homeowners and lenders to efficiently reach mutually acceptable resolutions to their cases. Solutions include but are not limited to a loan modification or other options that may be available in lieu of foreclosure.

#### A) INITIAL INTAKE CONFERENCES:

The Court Clerk and Coordinator shall work together to compile a list of available dates for Initial Intake Conferences. The Court Clerk shall notify the Coordinator when Initial Intake Conferences are scheduled.

The location of the Initial Intake Conferences will be included in the Summons and will be held in the Champaign County Courthouse, unless otherwise noted.

The Initial Intake Conference will not count for the purposes of Paragraph 7's limitation on the number of pre-mediation conferences.

During the Initial Intake Conference, the homeowner and the Coordinator will discuss options available for the borrower through the Program. If the homeowner fails to attend the Initial Intake Conference and has been properly served under the mediation rule, the mediation case will be terminated. Homeowners who are currently in bankruptcy or are not residing in the residence of which the mortgage is being foreclosed cannot proceed with mediation. When possible, housing counseling and legal service agencies will be present to present information to the borrowers, screen homeowners to see if they qualify for the services the agency provides, and answer questions on the foreclosure process. The Coordinator shall give the assistance packet, provided by the plaintiff prior to the conference, to the homeowner if the homeowner does not have one, and the homeowner will be given time to submit the packet to the plaintiffs' counsel. The Coordinator shall set a first pre-mediation conference between the plaintiff, plaintiff counsel and the homeowner within 45 days of the Initial Intake Conference, and the Coordinator will send notice of the first pre-mediation conference to the plaintiff and homeowner.

#### B) PRE-MEDIATION CONFERENCES:

At the first pre-mediation conference, the lender will provide the homeowner with all the required documents as listed in the rules. The homeowner will provide the information available regarding proof of income, if any. If the defendant did not submit the assistance packet before the pre-mediation conference, the mediation may be terminated unless otherwise agreed to by the parties. The Coordinator will inquire as to the status of the assistance packet. Additional pre-mediation conferences to review the status of the case will be scheduled according to Paragraphs 7, 8 and 9 or as agreed to by the parties. The time period between pre-mediation conferences will depend on the options for which the defendant is being reviewed, which may include: loan modification, deed in lieu of foreclosure, consent to a judgment waiving any deficiency judgment against the homeowner, short sale, or any other agreement or settlement resulting in a dignified exit from the residence. If the information provided by the borrower indicates a substantial loss of income so severe that a loan modification could not be feasible, and the homeowner desires to keep the house and will not accept another option resulting in a dignified exit from the residence, the Coordinator shall terminate the pre-mediation and remand the case back to court.

As noted in Paragraphs 10 and 12, it is not acceptable for a lender as a matter of the lender's policies, to refuse to offer an option other than a loan modification or other workout. If a lender refuses to offer another option,

the Coordinator will set the case for mediation. The mediator will inquire further as to why another feasible option is not available.

If a pre-mediation conference results in a temporary agreement or a permanent agreement, the Coordinator will not send the case to mediation, but will follow the steps as outlined in Paragraph 11.

**C) MEDIATION CONFERENCES:**

A mediator can set subsequent mediation conferences 30 or 45 days apart, depending on the progress of mediation and the likelihood that the case will be resolved by mediation.

At any time during these conferences, the mediator may refer a borrower to a housing counseling agency, an organization providing mortgage assistance, lawyer referral agency, or the local legal aid office.

**6) PARTIES REQUIRED TO ATTEND INITIAL INTAKE, PRE-MEDIATION AND MEDIATION CONFERENCES:**

**A) INITIAL INTAKE CONFERENCES:**

The following persons must appear at the initial intake conference:

- i. The homeowner.

**B) PRE-MEDIATION AND MEDIATION CONFERENCES:**

The following persons must participate in the pre-mediation and mediation conferences:

- i. The homeowner; and
- ii. The homeowner's attorney, if any; and
- iii. The lender; (in person or by telephone) and
- iv. The lender's attorney with actual settlement authority.

**C) ADDITIONAL PARTIES:**

Additional parties may be included if the parties agree, or if the Coordinator or mediator determines the party would assist in the pre-mediation and/or mediation process.

**D) ONLINE PRE-MEDIATION AND MEDIATION CONFERENCES:**

The Coordinator or mediator may hold pre-mediation and mediation conferences via online platforms, such as Zoom, if they find it would be beneficial to all parties involved.

**7) NUMBER AND DURATION OF CONFERENCES**

There is a limit of three (3) pre-mediation conferences and two mediation conferences unless one extension is granted as provided in these rules. Each pre-mediation will be scheduled for 30-minutes. Each mediation conference is limited to two hours but can be extended beyond the time limit if the mediator believes an agreement appears imminent.

**8) CONTINUANCES:**

Unless a temporary agreement has been reached as outlined in Paragraph 11, a party may, upon good cause shown, request a continuance of one pre-mediation or one mediation conference. If a party is requesting a continuance, the request must be sent to all parties and the Coordinator. The Coordinator will continue the conference and provide the parties and mediator (if applicable) with a new date.

**9) EXTENSION REQUEST BEYOND FOUR CONFERENCES:**

Unless a temporary agreement has been reached as outlined in Paragraph 11, a party may for good cause shown, request one extension of the conferences, resulting in a total of six (6) conferences. The party must support the request for extension with substantial facts that the mediator believes will result in a successful mediation.

**10) OBLIGATION TO MEDIATE IN GOOD FAITH:**

Each mediation party or authorized representative of a mediation party shall make a good faith effort to mediate all issues, including production of all documents outlined in these rules.

A mediation party shall cooperate with the Coordinator and mediator to produce the information requested to permit the mediation process to function effectively.

A good faith effort to mediate requires the lender to conduct the following loss mitigation analysis:

- A) Evaluate the borrower's eligibility for alternatives to foreclosure, including but not limited to reinstatement, loan modification, forbearance, short sale, and deed in lieu of foreclosure.
- B) Offer the borrower a loan modification at the best terms available if the borrower(s) is eligible for one.
- C) If the lender does not reach a loan modification with the borrower(s) during the mediation, the lender shall provide a written analysis of its position, demonstrating that the net present value of receiving payments pursuant to a modified mortgage loan is less than the anticipated net recovery following foreclosure.
- D) If the lender rejects a proposed settlement that offers an alternative to the foreclosure other than a loan modification or other renegotiated terms of the residential mortgage that would result in a lower cost than foreclosure to the lender, the lender shall provide a written explanation for the rejection of the proposal.

#### 11) TEMPORARY AND PERMANENT AGREEMENTS:

A temporary or permanent agreement may be reached during mediation. A temporary agreement may include but is not limited to a trial loan modification, a deferment agreement, or a forbearance agreement. During this time, the mediation case remains pending, and is not remanded back to court.

If a temporary agreement has been reached, and such agreement will result in a longer period between conferences than is generally allowed by these rules, the parties can extend the mediation conference date out to a date that incorporates the end of the trial period. The Coordinator or the mediator will file with the court notice that a temporary agreement has been reached, the terms of the agreement, and the date of the next conference.

If a permanent agreement is reached, a Summary of Agreement, outlining the terms of the agreement, shall be drafted by the mediator or the lender if the mediator directs.

The agreement shall be signed by the homeowner, the homeowner's attorney or representative, the lender, (an attorney can sign for the lender) and the lender's attorney and filed in the mediation file and with the court, as outlined in Paragraph 14.

#### 12) FAILURE TO MEDIATE IN GOOD FAITH:

Either mediation party will be deemed to not be acting in good faith if the party:

- A) Fails to provide the information and documentation as required by these rules; or
- B) Fails to attend a pre-mediation or mediation as scheduled by these rules.

A lender (and/ or the lender's attorney with actual settlement authority) will be deemed to not be acting in good faith if the lender:

- A) Fails to make a good faith effort to evaluate the borrower for a renegotiation of the terms of the residential mortgage, including a loan modification as outlined in these rules;
- B) Fails to provide a written explanation of the rejection of any possible renegotiation of the terms of the loan;
- C) Fails to make a good faith effort to evaluate the borrower for other alternatives available to the homeowner, such as deed-in-lieu of foreclosure or a short sale; or
- D) Fails to provide a written explanation of the rejection of other possible alternatives available to the homeowner.

#### 13)TERMINATION OF MEDIATION PROCESS:

A mediator may terminate the Mediation at any time during the mediation process for the following reasons:

- A) A permanent agreement has been reached between the parties;
- B) In the mediator's opinion, no purpose would be served by continuing the mediation; or
- C) A party has failed to mediate in good faith.

#### 14)REPORT TO THE COURT AT THE TERMINATION OF MEDIATION:

The Coordinator or a mediator will file with the trial court a certificate indicating the following:

- A) The parties came to a permanent agreement, and the nature of that agreement;
- B) There is no purpose served by continuing with the mediation; or
- C) A party did not mediate in good faith, and the nature of the failure to mediate in good faith.

#### 15)COURT STATUS DATE POST MEDIATION REPORT:

The foreclosure case shall be set for a status date within 21 days after the Coordinator's report or the mediator's report is submitted to the court closing the case from the mediation process. If the parties were able to reach an agreement through the mediation process, the foreclosure case shall be dismissed at the status date unless the agreement includes a trial modification.

- A) If the agreement includes a trial modification, the court will retain jurisdiction and the case will be set for review at the end of the trial period. If a homeowner has successfully complied with all requirements for the modification or loss mitigation workout at the time of review, the foreclosure case shall be dismissed.
- B) If the parties mediated in good faith but could not reach an agreement, and there is no purpose in continuing with mediation, the court shall issue an order terminating the mediation and allowing litigation to go forward.
- C) If the mediation was terminated for failure to mediate in good faith, the court shall review the nature of the mediator's complaint. The court may order sanctions including but not limited to the following: The court may impose a fine against the lender, order the case back to mediation, order the terms of a settlement agreement to be honored, dismiss the foreclosure action against the homeowner, and/or waive all costs assessed by the lender against the borrower in the foreclosure action.

16) JUDICIAL REFERRAL TO MEDIATION AT ANY TIME PRIOR TO THE SALE OF THE RESIDENCE:

During the foreclosure case, if it comes to the court's attention that there are facts that warrant mediation, the court can stay the foreclosure proceedings further, and remand the case to the Program. Facts to consider may include:

- A) The homeowner had no opportunity to attend an Initial Intake Conference because service by publication or personal service was before the implementation of the mediation program, as updated.
- B) The homeowner has been working with the lender and has been placed in a loan modification, but the case has continued to move through the foreclosure process.
- C) The homeowner has actively engaged the lender with the possibility of a loan modification but has met with insurmountable barriers such as being advised the documents have been lost, misplaced, or not received.
- D) The homeowner now has income with which to enter into a loan modification.
- E) Other circumstances the court finds persuasive.

TRAINING OF JUDGES, KEY COURT PERSONNEL, AND MEDIATORS

1) JUDGES:

The Chief Judge may select Associate and Circuit Judges to be trained in the Champaign County Court Foreclosure Mediation Program (Foreclosure Mediation Seminar).

2) ADMINISTRATIVE/KEY COURT PERSONNEL:

The Coordinator shall review the Foreclosure Mediation Program Rules and will develop and implement a process for foreclosure mediation. After development and implementation, the Coordinator will present on the relevant portion at the Foreclosure Mediation Seminar.

Additionally, individual clerks may be assigned to attend the Foreclosure Mediation Seminar.

3) MEDIATORS:

Unless a retired judge or previously certified mediator, all individuals wanting to participate as mediators must attend a court-approved mediation skills program to become certified. All individuals must attend the Foreclosure Mediation Seminar.

MEDIATORS

1) QUALIFICATIONS, APPOINTMENT, AND COMPENSATION:

A) QUALIFICATIONS:

Applicants shall be eligible for appointment to serve as mediators by filing with the Coordinator an application for certifying the following:

- i) Is a retired judge or is a certified mediator in any Illinois Circuit Court mediation program or any federal mediation program, and;
- ii) Has attended a mandatory Foreclosure Mediation Seminar, and;
- iii) Has read and is informed of the rules of the Supreme Court relating to Mediation Programs and the Foreclosure Mediation Program Rules of Champaign County.

B) APPOINTMENT:

Each application must be reviewed and approved by the Chief Judge or his or her designee. The Coordinator shall maintain an alphabetical list of persons qualified to serve as mediators who shall be assigned on a rotating basis.

C) COMPENSATION:

Mediators shall be compensated \$200.00 for each case that is subject to mediation. Upon completion of the mediation process, the mediator will file

a voucher with the Coordinator. The Coordinator shall process the vouchers for payment to the mediators.

2) CONFIDENTIALITY:

Unless otherwise authorized by the parties, all oral or written communications made in the course of mediation, other than written agreements between the parties and documents filed of record, shall be exempt from discovery and shall be confidential and inadmissible as evidence in the underlying cause of action.

3) IMMUNITY:

Any person approved to act as a mediator under these rules, while acting within the scope of his or her duties as a mediator, shall have judicial immunity in the same manner and to the same extent as a judge in the State of Illinois, as provided in Illinois Supreme Court Rule 99.

4) IMPARTIALITY:

A mediator shall conduct mediation in an impartial manner and avoid conduct that gives the appearance of partiality. Mediators shall not act with partiality or prejudice based on any participant's personal characteristics, background, values and beliefs, or any other reason. If at any time a mediator is unable to conduct mediation in an impartial manner, the mediator shall withdraw.

5) CONFLICT OF INTEREST:

A mediator shall avoid a conflict of interest or the appearance of a conflict of interest during the mediation process. A mediator shall not mediate a foreclosure case without both parties' consent if the mediator has any past or present personal or professional relationship with either party involved in the mediation that reasonably raises a question of a mediator's impartiality. A mediator shall disclose, as soon as possible, all actual and potential conflicts of interest that are reasonably known to the mediator and could reasonably be seen as raising a question about the mediator's impartiality. After disclosure, if all parties agree, the mediator may proceed with the mediation.

#### LANGUAGE ASSISTANCE

For those individuals whose principal language is not English, or for individuals that are hearing impaired, the Court will provide assistance using either local language interpreters, or level five certified deaf interpreters.

For limited English proficient individuals, the Court will provide language interpreters. Individuals who are deaf or hearing impaired will be provided interpretation services to enable their full and equal participation in the mediation process.

QUARTERLY AND ANNUAL REPORTING TO THE ILLINOIS SUPREME COURT

The Coordinator will capture specific case information on each residential foreclosure filed in Champaign County. This information will include the number of homeowners that entered into the mediation program and the outcome of the mediation.

The information will be submitted to the Supreme Court on a quarterly basis. The report is to be received by the 30<sup>th</sup> day following the month the quarter has ended.

An annual report will be submitted to the Supreme Court by the 31<sup>st</sup> day of January following the end of the previous fiscal year.

9/28/22  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Judge

IN THE CIRCUIT COURT  
FOR THE SIXTH JUDICIAL CIRCUIT  
CHAMPAIGN COUNTY, ILLINOIS

	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No. ____-FC-____
	)	
	)	
	)	
Defendant.	)	

**SUMMONS**  
Residential Foreclosure

To each defendant:

You are summoned and required to file and answer\* in this cause, or otherwise file your appearance\* within thirty (30) days after service of this summons, not counting the day of services. **IF YOU FAIL TO DO SO, A JUDGEMENT OR DECREE BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF ASKED IN THE COMPLAINT.**

E-filing is now mandatory for documents in civil cases with limited exemptions. To e-file, you must first create an account with an e-filing service provider. Visit <https://efile.illinoiscourts.gov/service-providers.htm> to learn and to select a service provider. If you need additional help or have trouble e-filing, visit <http://www.illinoiscourts.gov/FAQ/gethelp.asp>.

**YOU MAY STILL BE ABLE TO SAVE YOUR HOME. DO NOT IGNORE THIS DOCUMENT.**

By order of the Chief Judge of the Circuit Court of the Sixth Judicial Circuit, this case is set for Mandatory Mediation on \_\_\_\_\_ at \_\_\_\_\_ am / pm at the Jury Room in the first floor of the Champaign County Courthouse, located at 101 East Main St, Urbana, Illinois. You will meet with the Mediation Administrator to see if you qualify to continue in the mediation program to discuss options you may have and to pre-screen you for a potential mortgage modification. For further information on the mediation process please see the attached NOTICE OF MANDATORY MEDIATION.

**YOU MUST APPEAR ON THE DATE ABOVE OR YOUR RIGHT TO MEDIATION WILL TERMINATE.**

To the Officer:

This summons must be returned by the officer or other person to whom it was given service, with endorsement of service and fees, if any, immediately after service. If service cannot be made, this summons shall be returned so endorsed.

This summons may not be served later than thirty (30) days after its date.

(Seal of Court)

WITNESS \_\_\_\_\_  
Date

Attorney or Party, if not represented by an attorney Name  
ARDC #  
Firm Name  
Attorney for  
Address  
City & Zip  
Telephone

\_\_\_\_\_  
(Clerk of the Circuit Court)

\*The Answer and/or Appearance filing fee is based upon the dollar amount of said case\*

## **NOTICE OF MANDATORY MEDIATION**

### **IT MAY BE POSSIBLE TO SAVE YOUR HOME**

### **FREE FORECLOSURE MEDIATION IS AVAILABLE**

You have been served with a foreclosure complaint that could cause you to lose your home. The Sixth Circuit Court has adopted a rule establishing a Mandatory Mediation Program to assist homeowners in foreclosure. This program is available to all homeowners whether or not they file an appearance in the foreclosure case and it is *free of charge*.

### **WHAT DOES THIS MEAN?**

The Mandatory Foreclosure Mediation Program involves an initial intake conference to verify you qualify for the program. If qualified, a series of pre-mediation conferences will be held in which the homeowner and lender come together to explore mutually beneficial alternatives to foreclosure. If no agreement is reached during the pre-mediation conferences, the case can be set for full mediation. Full mediation is a process where a neutral mediator communicates with borrowers and lenders to try to assist them to reach a voluntary and mutual agreement to resolve a delinquency. In the event the loan terms cannot be re-negotiated; the mediator will also discuss non-retention options which involve you giving up the house in exchange for the lender releasing you from any further liability. All of your discussions with the mediator will be kept confidential.

### **WHERE DOES THE MEDIATION TAKE PLACE?**

**In order to take advantage of this *free* mediation program you must appear at the courthouse noted on your summons notifying you of the Initial Intake Conference. FAILURE TO APPEAR AT THE INITIAL INTAKE CONFERENCE WILL RESULT IN THE TERMINATION OF THE MEDIATION PROCESS. YOUR CASE WILL BE SENT BACK TO THE COURT FOR A POSSIBLE JUDGMENT AGAINST YOU.**

In order to assist the Mediation Administrator in determining your ability to keep your home, you **must** bring the enclosed completed initial questionnaire.

### **REMEMBER**

While no court action will be taken against you while the mediation process is ongoing, there is no guarantee that an agreement can be reached between you and your lender. If you dispute your lender's claims, you should consult an attorney and fully participate in the foreclosure litigation.

### **NEED MORE ASSISTANCE**

Free Legal Assistance: Land of Lincoln Legal Assistance Foundation: (217) 356-1351, LincolnLegal.org

Language Assistance: Should you require language assistance, or an interpreter, assistance can be arranged through the Court by contacting Beth Smith at 217-239-5788

**MORE QUESTIONS:** Please contact Dispute Resolution Institute, Program Administrator, at (618) 549-1200 or case@dri-inc.org

IN THE CIRCUIT COURT  
FOR THE SIXTH JUDICIAL CIRCUIT  
CHAMPAIGN COUNTY, ILLINOIS

\_\_\_\_\_)  
\_\_\_\_\_)  
Plaintiff, )  
\_\_\_\_\_)  
vs. ) No. \_\_\_\_-FC-\_\_\_\_  
\_\_\_\_\_)  
\_\_\_\_\_)  
Defendant. )

**FORECLOSURE PROGRAM INITIAL QUESTIONNAIRE**

Please complete this form and bring it with you to the Initial Intake Conference. Notice of the date, time and location of that meeting was included with your summons. The information you provide will be used by the mediation administrator to make an initial determination if the case is suitable for mediation. **This information will not be shared with anyone else unless you agree, and then only with a representative of your lender.**

**Borrower:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Marital status: \_\_\_Married \_\_\_Separated \_\_\_Unmarried (single, divorced, widowed)  
Number of People in Household: \_\_\_\_\_

**Co-Borrower (if applicable):**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Marital status: \_\_\_Married\_\_\_Separated\_\_\_Unmarried (single, divorced, widowed)

**Borrower's Attorney or Housing Counselor (if applicable):**

\_\_\_ Attorney \_\_\_ Housing Counselor  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**Mortgage Loan Information:**

Current Servicer: \_\_\_\_\_

Loan Number: \_\_\_\_\_

Original Purchase Price: \_\_\_\_\_

Estimated Current Value of the Home: \_\_\_\_\_

Condition of the Property:     Excellent     Good     Fair     Poor

Term of Mortgage: \_\_\_\_\_

Interest Rate: \_\_\_\_\_ Fixed or Adjustable? \_\_\_\_\_

Monthly Payment: \_\_\_\_\_ Number of missed payments: \_\_\_\_\_

Does the monthly payment include property taxes and insurance?  Yes  No

If not, what is the amount of your monthly taxes and insurance? \_\_\_\_\_

Are you current on taxes and insurance? \_\_\_\_\_

Are there any other mortgages or liens on this property (i.e. home equity loans, tax liens, child support liens, judgments from lawsuits)?  Yes  No

If yes, please list the type of loan, the lender, the amount of the loan, and whether it is past due: \_\_\_\_\_

**What caused you to miss payments (check all that apply):**

Injury/Illness

Adjustable Interest Rate/Balloon Payment

Loss of Employment

My Expenses Exceed My Income

Other, please explain: \_\_\_\_\_

If you missed payments due to injury or illness, are you now well?  Yes  No, please explain: \_\_\_\_\_

If you missed payments due to unemployment, do you have a job now?  Yes  No

**Household Assets:**

Checking Accounts: \_\_\_\_\_

Savings: \_\_\_\_\_

Stocks/Bonds: \_\_\_\_\_

Other Cash on Hand: \_\_\_\_\_

Other Real Estate: \_\_\_\_\_

**Monthly Household Income:**

Monthly Gross Wages: \_\_\_\_\_

Social Security: \_\_\_\_\_

Child Support/Alimony: \_\_\_\_\_

Pensions/Annuities/Retirement Plans: \_\_\_\_\_

Tips/Commissions/Bonuses/Self employed Income: \_\_\_\_\_

Rents Received: \_\_\_\_\_

Unemployment Income: \_\_\_\_\_

Food Stamps/Welfare: \_\_\_\_\_  
Other (investment income, royalties, interest, dividends, etc): \_\_\_\_\_  
Total Monthly Income: \_\_\_\_\_

**Monthly Household Expenses:**

Monthly Mortgage Payment (including taxes and insurance): \_\_\_\_\_  
Credit Card/Installment Loans (total minimum payment per month): \_\_\_\_\_  
Alimony/Child Support: \_\_\_\_\_  
Car Payments: \_\_\_\_\_  
Car Insurance: \_\_\_\_\_  
Car Gas and Maintenance: \_\_\_\_\_  
Utilities: \_\_\_\_\_  
Communications (telephone and internet): \_\_\_\_\_  
Food: \_\_\_\_\_  
Medical Expenses: \_\_\_\_\_  
Student Loans: \_\_\_\_\_  
Miscellaneous: \_\_\_\_\_  
Cable: \_\_\_\_\_  
Health Insurance: \_\_\_\_\_  
Total Monthly Expenses: \_\_\_\_\_

Are you in the process of filing bankruptcy or are you thinking about bankruptcy? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is there any other information that would be helpful in determining whether your case would be suitable for mediation? If so, please describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I affirm, under penalty of perjury, that the foregoing statements are a true, accurate, full and complete reporting of all my assets and liabilities. I consent to disclosure of this information to the plaintiff's representative.

\_\_\_\_\_  
Homeowner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Owner's Signature (if applicable)

\_\_\_\_\_  
Date