

Legal Services

Statewide Legal Services: (Entry point for the legal services network in Connecticut). **860-344-0380** Central CT area or **1-800-453-3320**.

Other Legal Services Programs:

Hartford, Hartford County:

Greater Hartford Legal Aid

999 Asylum Avenue
Hartford, CT 06105-2465
(860) 541-5000
FAX: (860) 541-5050

Greater New Haven Area:

New Haven Legal Assistance Association, Inc.

426 State Street
New Haven, CT 06510
(203) 946-4811
TDD: (203) 946-4811
FAX: (203) 498-9271

Visit us on the internet:

www.slsct.org
www.ghla.org
www.nhlegal.org
www.connlegalservices.org
www.larcc.org



This pamphlet was produced by the Legal Assistance Resource Center of CT in cooperation with CT Legal Services, Greater Hartford Legal Aid, New Haven Legal Assistance Association, and Statewide Legal Services.

The information in this pamphlet is based on laws in CT as of November 2007. We hope that the information is helpful. It is not intended as legal advice for an individual situation. If you need further help and have not done so already, please call Statewide Legal Services (see above) or contact an attorney.

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Throughout Connecticut:

Connecticut Legal Services:

Administrative Office: (860) 344-0447

Offices:

211 State Street
Bridgeport, CT 06604
(203) 336-3851

587 Main Street
New Britain, CT 06051
(860) 225-8678

153 Williams Street
New London, CT 06320
(860) 447-0323

20 Summer Street
Stamford, CT 06901
(203) 348-9216

85 Central Avenue
Waterbury, CT 06702
(203) 756-8074

872 Main Street
Willimantic, CT 06226
(860) 456-1761

CLS Satellite Offices:

Danbury (203) 348-9216
Meriden (860) 225-8678
Middletown (860) 225-8678
Norwalk (203) 899-2451
Norwich (860) 447-0323
Rockville 1-800-413-7796
Torrington 1-800-413-7797

AIDS Legal Network for CT

999 Asylum Avenue
Hartford, CT 06105-2465
(860) 541-5027 or 1-888-380-3646

A Homeowner's Guide to Foreclosure



- ✓ What is foreclosure?
- ✓ How does it work?
- ✓ What options do you have?

What Is Foreclosure?

Foreclosure involves a lawsuit in which a bank, mortgage company, or other lien holder seeks to take an owner's property to satisfy a debt. The bank or lender may actually take ownership of the property or have the property sold to pay off the debt. As a result of the foreclosure, the owner loses whatever rights he or she had in the property.

Examples: If a homeowner fails to pay his or her mortgage loan on time, the lender that holds the mortgage on the house can bring a foreclosure action against the homeowner. Similarly, if a homeowner borrows money from a bank using a house as collateral (security) and fails to pay, the homeowner can lose the house to the bank in a foreclosure action.

Foreclosure is a court process, and you must follow the process carefully to protect your rights.

The rights talked about in this pamphlet are very complex. Please do not use this pamphlet without checking with a lawyer.

NOTE: If you have a VA, HUD, FmHA or FHA insured mortgage, you may have additional rights in a foreclosure. These rights are not discussed in this pamphlet. You should consult a lawyer as soon as possible.

HOMESTEAD EXEMPTION: If you are sued for a debt that is ***not related to the house***, the first \$75,000 of equity in your home or \$125,000 for a money judgment arising from services provided by a hospital (*see page 7*) is protected from foreclosure under Connecticut law. The protection does not apply against the holder of first or second mortgage. If you think you may qualify for this protection, you should consult an attorney as soon as possible.

What Is the Difference Between *Strict Foreclosure and Foreclosure by Sale?*

Foreclosure happens one of two ways: **Strict Foreclosure** or **Foreclosure by Sale**. The court process is mostly the same for both. The result is different.

1. Strict Foreclosure

In a strict foreclosure, a judge will set a series of "law days" for each person listed as a defendant in the foreclosure. After your law day, you lose all rights to the property. Law days can be assigned as soon as 3 weeks after the date the case goes to judgment, or it may be as long as 9 months or longer. That decision is up to the judge hearing the case.

Until your law day, you may avoid foreclosure by redeeming the mortgage or debt. In other words, you have until your law day to pay off what you owe to the bank or other party bringing the case. The amount due will also include attorney's fees and court costs. Redeeming can be done in a number of ways: you could sell the property yourself or borrow the money from another lender.

If you do not redeem the mortgage by your law day, then people assigned the other law days are given a chance to redeem the mortgage by paying off the debt. If another person listed as a defendant redeems the mortgage, that person gets legal title to the property. If no one redeems, then the person or company foreclosing gets title to the property.

2. Foreclosure by Sale

In a foreclosure by sale, a judge will set a sale date. On the sale date, an attorney appointed by the court, called the "committee for sale", auctions off the property to the highest bidder. The court gives the committee the power to carry out all aspects of the auction, including advertising in the newspaper and

posting a sign on the property. The court issues an order permitting the committee to enter the property on the day of sale; however, the committee is instructed by the judge to enter only with the consent of the occupant. The money from the auction first goes to pay for the costs of setting up the auction, then to the lender and any other liens on the property. Then, if any money is left over, it goes to you.

If you pay the amount of the judgment plus any costs and fees incurred by the auctioneer prior to the date of sale, you can prevent the sale from occurring and protect your rights to the property. As with strict foreclosure, you can pay off the debt by either selling the property privately or by refinancing.



Unless you have a lot of equity in the property, you should NOT seek a foreclosure by sale. See page 7.

How To Proceed

Defending against foreclosure is complex and can be expensive. You must consider your options carefully, keeping in mind that you may end up responsible for additional legal and appraisal fees.

In order to defend in a foreclosure, you will need to pay close attention to court proceedings and deadlines. There are certain terms you need to know and steps you need to take. These steps are outlined below.

The rights talked about in this pamphlet are very complex. Do not use this pamphlet without checking with a lawyer.

1. Summons and Complaint

The plaintiff (the bank, lender or other lien holder) starts a foreclosure lawsuit by having a marshal (formerly called a sheriff) serve a **Summons and Complaint** on the defendant (the owner or borrower, other lien holders, and sometimes tenants).

In the upper right hand corner of the **Summons** is a date. It is called the **return date**. The return date is not a hearing date, and you do not have to go to court on that date. It is a reference point for when papers must be filed with the court. **You must know the return date to figure out the deadlines for filing papers.** (See page 17 for a sample Summons).

**Know the
"Return Date"**

The **Complaint** will state the plaintiff's (bank or lender) position in the case, such as that the plaintiff wants the foreclosure to satisfy a debt that has not been paid. (See page 18).

2. Filing an Appearance Form

The first thing you should do is file an **Appearance**. An Appearance is a simple form that tells the court that you are not ignoring the foreclosure. You can get an Appearance form at the Superior Court clerk's office or on the CT Judicial website: www.jud.ct.gov. Once you file the Appearance, you will get notice of whatever is happening in court.

You are not *required* to file an Appearance. But if you don't, you will not prevent the foreclosing lender from proceeding, nor will you be entitled to any further notices from the court.

If you file an APPEARANCE, you should do so WITHIN 2 DAYS after the return date. If you do not file an appearance within 2 days of the return date, the court may enter a default, and you may not be able to contest the foreclosure. **If you miss any deadline, contact the court clerk IMMEDIATELY.**

**File an
Appearance
within 2 days
after the
return date.**

✓ **NOTE:** By filing an Appearance, you are agreeing to become subject to the jurisdiction of the court. If you live outside of Connecticut, you should get legal advice before you file an Appearance since you may become subject to a deficiency judgment (see page 9) that you might have otherwise avoided.

3. Unemployed or Underemployed Defendants

In a foreclosure, the plaintiff must tell you in the Complaint of your right to apply for protection if you are unemployed or underemployed. While we talk about this in detail on page 13, it is important here to note the special filing schedule.

You must apply to the court **within 25 days** of the return date if you think you qualify for protection because of unemployment or underemployment. Therefore, you must quickly figure out whether you are eligible for this court protection (see page 13).

4. Filing an Answer

Except for the 25-day deadline in unemployment or underemployment cases, you will have **15 days** after the Return Date to **send an Answer** to the complaint.

**Generally,
you have
15 days
to file an
Answer**

Before you write an Answer, you should read every paragraph in the Complaint very carefully. Decide whether you agree with what is said in each paragraph, disagree, or do not know whether what is said is true or not. When you type up an Answer, say whether you agree, disagree or do not know whether you agree or disagree with each paragraph in the Complaint.

You should not agree with any paragraph you do not understand, or any paragraph that has something in it you do not agree with. *For example*, if the Complaint says (alleges) you have not paid on the mortgage for 6 months, and you have actually not paid for only 4 months, you should tell the court in your Answer that you are disagreeing with that allegation.

Next, if you have any defenses to the foreclosure, you should write that you have special defenses and briefly explain what each defense is. You should include all possible defenses. Be sure to sign the Answer.

You file the Answer at the **Court Clerk's office** and send a copy of it to everyone who has also filed an Appearance in the case. The court will give you a list of names and addresses of people who have filed an Appearance. It is up to you to send every one of them a copy of anything you file in the case.

At the end of your Answer, you must put a **certification of service**. This is where you certify that you mailed copies of the Answer to everyone who has "appeared" in the case. You must sign the certification separately from your signature on the Answer.

✓ **Important:** You must file an Answer **within 15 days** of the return date. If you don't, the court may enter a default. This means you will not be able to present a defense.

5. Strict Foreclosure or Foreclosure by Sale?

If you do not have any defenses to the foreclosure, you must decide whether you would be better off in a **strict foreclosure** or in a **foreclosure by sale** (See pages 2 and 3). Generally, if you do not tell the court which type of foreclosure you would like, the court will order a strict foreclosure.



If you want a foreclosure by sale, you should now file a **Motion for Foreclosure by Sale** with the clerk and send a copy of the motion to the lawyers in the lawsuit. (See page 20 for a sample Motion for Foreclosure by Sale.)

A hearing will be scheduled where you will need to explain to the judge why you want a foreclosure by sale. The judge will probably want to know if the property is worth more than the **total debt**. Total debt includes more than just the balance of the mortgage. It also includes such items as the court and marshal's fees for filing the foreclosure action; attorney's fees paid by the

bank; the cost of a title search by the bank; the cost of an appraisal by the bank; all the accumulated interest on the mortgage, plus the unpaid principal; and the costs associated with auctioning off the property, including several appraisals, advertising, and hiring people to conduct the auction. This information tells the judge whether or not there is any **Equity** in the property.

What is equity? Equity in a property is what you actually **own** of the property. It is the difference between what the property is *worth* and how much *you owe* on the property. When you are figuring out what you owe, you should add in all the mortgages and liens on the property, plus the costs of any foreclosure (see above).

Equity is an important factor in deciding whether to seek a foreclosure by sale or a strict foreclosure. Generally, **you should seek foreclosure by sale if you have a lot of equity in the property** -- in other words, if the value of the property is much more than the total debt.

In a foreclosure by sale, the court auctions off the property. If the amount that comes in from the auction is more than the total debt, then you get the difference (Remember, your total debt may include more than just the balance on the mortgage.)

Strict foreclosure is more appropriate if you have little or no equity. In strict foreclosure, there is no sale. Therefore, in strict foreclosure you have no chance to collect your equity, if you have any. However, if you have no equity, then you would get nothing from a sale. Remember that in a foreclosure by sale, the cost of the auction, additional attorneys' fees and appraisal costs will come out of the sale. Therefore, **if you have little or no equity in your property, you should NOT seek foreclosure by sale.**

6. Judgment

Ultimately, the court will enter a **judgment**. The judgment may either dismiss the action or permit foreclosure. If the court finds that there should be a foreclosure, it will order either strict foreclosure or foreclosure by sale. In *strict foreclosure*, the judgment will set a *law day* after which you will lose your rights in the property. In *foreclosure by sale*, the court will set a *sale date* after which you will lose your rights to the property.



The judge may be willing to set a longer law day or sale date if you can show that there is a good chance you will be able to sell or refinance the house.

The **Judgment** does not cut off or end your rights to the property.
It is the **Law Day** or **confirmed sale of the property** that ends your rights.

7. Ejectment

Ejectment is the final step in a foreclosure. If you do not leave the property after the law date or the sale of the property, then the court will issue an order allowing the bank to get a marshal to throw you out. An ejectment involves two steps.

First, a marshal will give you a copy of the **execution for ejectment**. This can happen as little as 24 hours before you have to move. The execution for ejectment is a notice that will tell you the time and date when the marshal will move you out.

Second, on the day and time in the notice, the marshal will arrive with movers. The movers will take all of your possessions and place them in storage. They may not be gentle with your

belongings, and there is the chance that things may be lost or broken. After your belongings are put in storage, you have 15 days to claim them. If you do not claim your possessions within 15 days, the town has the right to auction them off. In order to claim your property, you must contact your town and find out which department stores the property of persons who have been evicted. The town may charge you a storage fee.

Note: An ejection only happens after the law day or sale date.

8. Deficiency Judgment

A *deficiency judgment* is an order by the court, after the law day or sale date, that says that you still owe money to the lender.

In a strict foreclosure, if the property is worth less than your total debt to the lender and upon motion to be filed within 30 days after the date for redemption (the law day), the court will enter a *deficiency judgment* against you. The amount you owe will be the difference between the total debt and the value of the property. A deficiency judgment following a strict foreclosure requires a separate hearing, and you have a right to be present and argue against the deficiency. The plaintiff is required to present testimony by an appraiser or an affidavit signed by an appraiser regarding the value of the property. You can hire your own appraiser to counter the plaintiff's appraiser, or you can simply ask questions of the plaintiff's appraiser to show that his or her conclusion of value is in error, or you can testify as to the value of the property.

In a foreclosure by sale, if the auction brings in less money than your total debt to the lender, then the court will also enter a deficiency judgment. The amount you owe will be the difference between the total debt to the lender, and net proceeds of the auction sale, subject to a discount that the law provides where the sale price is less than the appraised value.

Do I Have Options?

Defending against foreclosure is complex and can be expensive. You must evaluate your options carefully, keeping in mind that you may end up responsible for additional legal and appraisal fees. This section will outline some of your options.



The rights talked about in this pamphlet are very complex. Please do not use this pamphlet without checking with a lawyer.

If You Have a VA, HUD, FmHA or FHA Insured Mortgage... You may have *additional rights* in a foreclosure. ***These rights are not discussed in this pamphlet.*** You should consult a lawyer as soon as possible.

1. Selling the Mortgaged Property

In a foreclosure, an important alternative for you is to sell your property.

You can sell your property any time before the law day or sale date. Selling the property before foreclosure may save you legal and appraisal costs while preserving the true value of the property, particularly if you sell your property in the early stages of the proceeding. Throughout the foreclosure proceedings, you should consider conducting your own sale.

But remember, if you find a buyer for the property, you must be sure that the sale price is high enough to cover the total debt.

2. Getting Financial Advice

If you have failed to make mortgage payments because you were involuntarily unemployed, then the lender must notify you that you are entitled to financial counseling. The lender is required to send you a notice of the missed payment.

If you are involuntarily unemployed and want financial advice, contact the Department of Housing and Urban Development (HUD). HUD will provide names and addresses of financial consultants in your area. Or call Infoline at 2-1-1 to find an advisor in your area.

Because this is a new requirement, courts have not decided whether a lender's failure to send notice is a defense against foreclosure. In any case, if you are unemployed and have not received notice from the creditor, you should raise this issue in your Answer to the Complaint.

3. Emergency Mortgage Assistance Program

Under certain circumstances, you might be eligible to receive assistance from the Connecticut Housing Finance Authority (CHFA) to save your house. Among the factors CHFA will be looking at is whether you had a significant loss of income beyond your control, and whether there is a reasonable likelihood that you will be able to resume full mortgage payments in the future. In addition, they can also help people with refinancing in some circumstances when the property value of the home has dropped significantly since the mortgage was first taken out.

Like many programs, emergency mortgage assistance does run out of money. Plus, not all lenders participate. If you think you might be eligible, you should contact CHFA at (860) 721-9501 as soon as possible. If your bank participates, it is required by law to give you notice of the program (unless the program is suspended/runs out of money). If your bank should have provided you notice but failed to do so, you should mention it in your special defenses to the complaint.

4. Eviction/Foreclosure Intervention Program

This program, administered by different agencies throughout the state, provides mediation and grant funds for delinquent conventional mortgages, and negotiates mortgage-holder agreements and payment rescheduling for delinquent mortgages. Eligibility for the grant funds is based on such criteria as income level, percent of income used to pay for housing, the reason for the arrearage, availability of funds, and your ability to make payments on time in the future. Grants are limited to a maximum of \$1200 and must resolve the problem. A similar loan program may be available soon. Mediation is open to anyone in default.

To find out which agency administers the program for your community, call the Community Renewal Team of Greater Hartford, Eviction Intervention Office, 560-5881; Community Mediation in New Haven at 782-3500; or Infoline at 211.

5. Deed in Lieu of Foreclosure

If you believe you have little or no equity in your property and that refinancing or a private sale is not possible, you may want to consider offering title to your property to the lender instead of forcing it to go through the entire foreclosure process. If the bank chooses to accept the deed, your future credit rating may be helped, since you will not have a foreclosure in your credit history. You may also be able to negotiate giving a deed to the bank in return for its promise not to seek a deficiency judgment against you. One thing to think about is that you may have to pay conveyance taxes to the state and town if you give a deed in lieu of foreclosure. You should get a lawyer's help if you think the option of deed in lieu of foreclosure is available to you.

6. Court Protection in Unemployment and Underemployment Cases

If you have become temporarily unable to make mortgage payments because of unemployment or underemployment, you can apply to the court for protection. In the proper case, the court will stay or postpone the foreclosure for a maximum of 6 months.

The laws governing unemployment and underemployment are very complex, and this section will not offer detailed advice on how you should proceed. Rather, this section is designed to help you decide whether you are **eligible** for court protection. “Underemployed person” means a person whose earned income during the 12 months immediately preceding the start of the foreclosure action is (A) less than \$50,000 and (B) less than 75% of his/her average annual earned income during the two years immediately preceding this 12-month period.

To decide if you are eligible for court protection, you must figure out if you have a realistic chance of earning enough money to pay off both future payments and past due payments. If you expect to earn more money in the future and believe that the expected increase will be enough to satisfy the mortgage payments plus arrears, then you should contact an attorney.

CAUTIONS:

First, these protections only apply to **first mortgages** on your **personal residence** that you have **owned for at least two years**. Therefore, if the lender who is foreclosing is not a first mortgagee, the law will not protect you. **And**, no other foreclosure action has been brought against you in the past 7 years.

Second, as mentioned before, you have just **25 days** from the return date in which to file an application with the court. If you believe that you are eligible for protection because of unemployment or underemployment, contact an attorney immediately.

Third, the law in Connecticut states that a defendant who files a defense in the foreclosure action may not apply for protection under the unemployment/underemployment provision. As a result, if you want to apply for protection, you must do so **first**. *If your application is denied*, you can then file any defenses you may have. *If your application is approved*, you will not need to file any defenses.

NOTE: The lender is required by law to tell you in the complaint of your right to these protections. If the complaint fails to mention your right to court protection, then you should promptly notify the court. You should also mention it in your special defense to the complaint.

7. The Right of Redemption

At the time the judge issues the judgment, s/he will also set the law day or the sale date. Before or on this day, you can exercise your right of redemption. This means that you pay off

- the mortgage,
- all interest due,
- any court costs,
- attorneys' fees,
- title search fees, and
- appraisal fees.

If you redeem, you will need to get a **Satisfaction of Judgment** from the lender. This form should indicate that you paid off (or satisfied) the amount of the judgment. You must file the Satisfaction of Judgment with the **court clerk** and file a **certified** copy of it, along with the judgment, with the **town clerk** where the property is located.

By redeeming, you reinstate your original rights of ownership.

8. Extending the Law Day or Sale Date

If you need additional time to sell the property or to redeem, then you may ask the court to reopen the judgment to extend the law day or sale date. You should remember that in extending the law day or sale date, the court may also increase the amount you will have to pay to redeem.



To reopen the judgment and get an extension, you must file a **Motion to Reopen**. You must state the reason for the request; that is, why you need more time to redeem. You should explain to the court precisely how and when you plan to redeem. (See **sample Motion to Reopen** on page 21).

The motion to reopen must be both **filed** and **heard** before the law day or sale date. There is normally a 2-week delay between when the motion is filed and when the court schedules it for a hearing. There is a fee payable to the Court Clerk whenever such a motion is filed (\$70 as of this writing). On the day you file the motion with the court clerk, you will need to send a copy of the motion to the lawyers of everyone involved in the foreclosure. Finally, you must attend the hearing that the court will schedule.

9. Bankruptcy

Under some circumstances, foreclosure may be prevented by filing bankruptcy. This is a very complex area of law and should be considered only with the advice of an attorney.

Foreclosure Filing Schedule

You receive a Summons and Complaint...

The *plaintiff* (bank, lender or other lien holder) starts the foreclosure by having a marshal serve the *defendant* (owner or borrower) with a Summons and Complaint.

Within 2 days of the Return Date on the Summons...

File an Appearance

Within 15 days of the Return Date on the Summons...

File and send an Answer. Be sure to put a certification of service at the end of your answer, and put how you have sent your Answer to everyone who has Appeared in the case. You will need to sign the certification separately from your signature on the Answer.

If you choose foreclosure by sale, file a Motion for Foreclosure by Sale.

OR

Within 25 days of the Return Date on the Summons...

Apply to the court if you think you are eligible for protection based on temporary unemployment or underemployment.

SAMPLE SUMMONS

SUMMONS - CIVIL
(Except Family Actions)

JD-CV-1 Rev. 1-2000
C.G.S. § 51-346, 51-347, 51-349, 51-350, 52-45a,
52-48, 52-25B, P.B. Secs 3-1 thru 3-21, 8-1

STATE OF CONNECTICUT
SUPERIOR COURT

www.jud.state.ct.us

INSTRUCTIONS

1. Type or print legibly; sign original summons and conform all copies of the summons.
2. Prepare or photocopy conformed summons for each defendant.
3. Attach the original summons to the original complaint, and attach a copy of the summons to each copy of the complaint. Also, if there are more than 2 plaintiffs or 4 defendants prepare form JD-CV-2 and attach it to the original and all copies of the complaint.
4. After service has been made by a proper officer, file original papers and officer's return with the clerk of court.
5. The party recognized to pay costs must appear personally before the authority taking the recognizance.
6. Do not use this form for actions in which an attachment, garnishment or replevy is being sought. See Practice Book Section 8-1 for other exceptions.

TO: Any proper officer; BY AUTHORITY OF THE STATE OF CONNECTICUT, you are hereby commanded to make due and legal service of this Summons and attached Complaint.

"X" ONE OF THE FOLLOWING:
Amount, legal interest or property in demand, exclusive of interest and costs is:

less than \$2,500
 \$2,500 through \$14,999.99
 \$15,000 or more

(*X* if applicable)
 Claiming other relief in addition to or in lieu of money or damages.

RETURN DATE (Mo., day, yr.)
(Must be a Tuesday) 3/30/03

JUDICIAL DISTRICT
 HOUSING SESSION

G.A. NO. _____

AT (Town in which writ is returnable) (C.G.S. 51-346, 51-349) Smallcity CT 06110

CASE TYPE (See JD-CV-1c) Major P Minor 00

ADDRESS OF COURT CLERK WHERE WRIT AND OTHER PAPERS SHALL BE FILED (No., street, town and zip code) (C.G.S. 51-346, 51-350) 850 Main St. Smallcity CT 06110

TELEPHONE NO. (with area code) 860-999-9999

PARTIES	NAME AND ADDRESS OF EACH PARTY (No., street, town and zip code)	NOTE: Individuals' Names: Last, First, Middle Initial	PTY NO.
FIRST NAMED PLAINTIFF	ABC Mortgage Corp., Smallcity, CT 06110		01
Additional Plaintiff			02
FIRST NAMED DEFENDANT	Homeowner, Terry; 19 Elm St, Smallcity, CT 06110		50
Additional Defendant			51
Additional Defendant			52
Additional Defendant			53

NOTICE TO EACH DEFENDANT

1. YOU ARE BEING SUED.
2. This paper is a Summons in a lawsuit.
3. The Complaint attached to these papers states the claims that each Plaintiff is making against you in this lawsuit.
4. To respond to this Summons, or to be informed of further proceedings, you or your attorney must file a form called an "Appearance" with the Clerk of the above-named Court at the above Court address on or before the second day after the above Return Date.
5. If you or your attorney do not file a written "Appearance" form on time, a judgment may be entered against you by default.
6. The "Appearance" form may be obtained at the above Court address.
7. If you believe that you have insurance that may cover the claim that is being made against you in this lawsuit, you should immediately take the Summons and Complaint to your insurance representative.
8. If you have questions about the Summons and Complaint, you should consult an attorney promptly. **The Clerk of Court is not permitted to give advice on legal questions.**

DATE 02/03/2003 SIGNED (Sign and "X" proper box) Comm. of Superior Court Assistant Clerk

TYPE IN NAME OF PERSON SIGNING AT LEFT

FOR THE PLAINTIFF(S) PLEASE ENTER THE APPEARANCE OF:

NAME AND ADDRESS OF ATTORNEY, LAW FIRM OR PLAINTIFF IF PRO SE (No., street, town and zip code) Terry Homeowner, 19 Elm St, Smallcity CT 06110

TELEPHONE NUMBER 860-555-5550 JURIS NO. (if atty. or law firm)

NAME AND ADDRESS OF PERSON RECOGNIZED TO PROSECUTE IN THE AMOUNT OF \$250 (No., street, town and zip code)

SIGNATURE OF PLAINTIFF IF PRO SE

# PLFS.	# DEFS.	# CNTS.	SIGNED (Official taking recognizance; "X" proper box)	<input type="checkbox"/> Comm. of Superior Court <input type="checkbox"/> Assistant Clerk	For Court Use Only
					FILE DATE

- IF THIS SUMMONS IS SIGNED BY A CLERK:
- a. The signing has been done so that the Plaintiff(s) will not be denied access to the courts.
 - b. It is the responsibility of the Plaintiff(s) to see that service is made in the manner provided by law.
 - c. The Clerk is not permitted to give any legal advice in connection with any lawsuit.
 - d. The Clerk signing this Summons at the request of the Plaintiff(s) is not responsible in any way for any errors or omissions in the Summons, any allegations contained in the Complaint, or the service thereof.

I hereby certify I have read and understand the above: SIGNED (Pro Se Plaintiff) _____ DATE SIGNED _____ DOCKET NO. _____

ORIGINAL

SAMPLE COMPLAINT

ABC MORTGAGE CORP

: SUPERIOR COURT

VS.

: JUDICIAL DISTRICT OF SMALLCITY

TERRY HOMEOWNER

: February 23, 2003

COMPLAINT

1. On August 11, 2000, the defendant, Terry Homeowner, owed the Plaintiff fifty thousand (\$50,000) dollars as evidenced by his note dated on said date and payable to the order of the Plaintiff, together with interest at the rate of ten (10%) percent per annum and together with all costs of collection, including reasonable attorney's fees, in the event of foreclosure of the mortgage securing the note.

2. On said date, by deed of that date, the defendant, Terry Homeowner, to secure said note, mortgages to the plaintiff the real estate described in Exhibit "A" attached hereto and made a part hereof. Said deed is conditioned upon the payment of said note according to its tenor and was recorded on August 11, 2000, in Volume 12, Page 134 of the Smallcity Land Records.

3. Said note and mortgage are still owned by the plaintiff and the debt is due and wholly unpaid.

4. The defendant, Terry Homeowner, has defaulted under the terms of the mortgage note and deed.

5. Although the note is in default and demand was made upon the defendant, said defendant has neglected and refused to make payment.

WHEREFORE, THE PLAINTIFF CLAIMS:

1. Monetary damages and that the amount, legal interest or property in demand is greater than \$15,000.00 exclusive of interest and costs.
2. Strict foreclosure of said mortgage, but in the event that the United States of America is a part defendant at the time of judgment, then a foreclosure by sale.
3. Possession of mortgaged premises.
4. A deficiency judgment.
5. Such other equitable relief as the Court may deem necessary.
6. Reasonable attorneys' fees as called for in the note.

Dated at Smallcity, Connecticut, this 23rd of February, 2003

SAMPLE COMPLAINT (continued)

NOTICE

NOTICE: A person who is unemployed or underemployed and who (for a continuous period of at least two years to the commencement of this foreclosure action) owned and occupied the property being foreclosed as such person's principal residence, may be entitled to contain relief provisions under Connecticut General Statute 49-31W, as amended. You should consult an attorney to determine your rights under this law.

THE PLAINTIFF

BY: _____

Jane Doe for
SMITH & SMITH PC

SAMPLE MOTION FOR FORECLOSURE BY SALE

Docket No.

ABC MORTGAGE CORP.

: SUPERIOR COURT

vs.

: JUDICIAL DISTRICT OF SMALLCITY

TERRY HOMEOWNER

: MARCH 10, 2003

MOTION FOR FORECLOSURE BY SALE

To all counsel and pro se parties of record:

The defendant Terry Homeowner moves that, if a judgment of foreclosure is rendered in the above entitled action, it be for a foreclosure by sale.

THE DEFENDANT,

BY: _____ *(Signature)*

PRO SE

(Only if you are filing without an attorney)

NAME _____

ADDRESS _____

ORDER

The foregoing motion having been heard, it is hereby ordered GRANTED/DENIED

BY THE COURT,

Judge of the Superior Court
Clerk

CERTIFICATION

This is to certify that a copy of the foregoing motion has been sent to:

by first class mail, postage pre-paid on this 10 of March, 2003.

(Signature)

SAMPLE MOTION TO REOPEN

Docket No. *(Copy from judgment)*

ABC MORTGAGE CORP. : SUPERIOR COURT
vs. : JUDICIAL DISTRICT OF SMALLCITY
TERRY HOMEOWNER : APRIL 20, 2003

MOTION TO REOPEN

To all counsel and pro se parties of record:

The defendant in the above entitled matter respectively represents:

1. On March 15, 2003, the Court entered a judgment of strict foreclosure against me.
2. My law day is set for May 5, 2003.
3. Someone has submitted a contract to purchase the property for more than the full amount I owe, including all court costs and fees. They will need at least 60 days to close on the property. A copy of the contract is attached as Exhibit A.
4. I feel that I need an additional 90 days to sell the property and redeem the mortgage.

THE DEFENDANT,

BY: _____ *(Signature)*
PRO SE *(Only if you file without an attorney)*
NAME _____
ADDRESS _____

ORDER

The foregoing motion having been heard, it is hereby ordered GRANTED/DENIED

BY THE COURT,

Judge of the Superior Court
Clerk

CERTIFICATION

This is to certify that a copy of the foregoing motion has been sent to: _____
by first class mail, postage pre-paid on this 20 of April, 2003.

(Signature)