



Jefferson Circuit Court Commissioner's Office

GUIDELINES

PRODUCED BY
JEFFERSON CIRCUIT COURT COMMISSIONER

239 South Fifth Street, 14th Floor, Louisville, KY 40202
Phone (502) 574-5934 • Fax (502) 574-5741
www.jcomm.org

Updated February 10, 2016

**GUIDELINES FOR COMMISSIONER'S OFFICE
IN JEFFERSON COUNTY, KENTUCKY**

February 10, 2016

Enclosed is an updated Jefferson Circuit Court Lien Enforcement Guidelines manual, to assist you in navigating the Jefferson Circuit Court Commissioner's Office. Note that the terms at sale have changed. The sale deposit is 10%; the full payment is due in 30 days; and a sales bond is due on the sale date. The manual is not intended as a legal treatise. This document is not subject to copyright and may be copied and used without restrictions. The most current version of the Guidelines manual will be posted on the website, with its "revised" date in the lower left hand corner.

Attached to the Guidelines are sample forms. A number of the forms are also in Excel format on the website, so that as you fill in the blanks, the computations are completed. The Excel forms are: the Amount to be Raised form, a motion and order to pay money into court, and a motion and order to distribute funds.

The website, www.jcomm.org, contains a number of additional resources for lenders, borrowers and purchasers.

If you have not provided your email address, and would like to be notified of updates, please be sure to give your information to the receptionist, who may be reached at (502) 574-5934. As always, if you have any questions about the process, you are welcome to call about any of your inquiries.

Sincerely,

Edith F. Halbleib
Jefferson Circuit Court Master Commissioner

**GUIDELINES FOR COMMISSIONER'S OFFICE
IN JEFFERSON COUNTY, KENTUCKY**



EXHIBITS	
Complaint	A
Warning Order Affidavit	B
Amount to be Raised Form	C
Military Affidavit: 50 USCS Section 521	D
Judgment and Order of Sale	E
Commr's Checklist to Approve Judgments	F
Commr's Checklist to Reject Judgments	G
Answer	H
Sale Scheduling and Amount to be Raised Form	I
Order Paying in Purchase Price	J
Affidavit Of Occupancy	K
Writ of Possession	L
Order Withdrawing Proceeds of Sale	M
KRS 426.705 Bond	N
Lender's Letter of Surety	O

Overview of Commissioner Proceedings

The Jefferson Circuit Court Commissioner's Office assists the Court in review of motions for judgment and oversees judicial sales. The following are the office's central functions.

Review The Commissioner begins review after the plaintiff files the motion for judgment and upon Court referral. The Commissioner reviews whether the plaintiff has served all parties, and examines all documents the plaintiff has submitted: the complaint, supporting documents, and judgment. The Commissioner then reviews the matters the defendant has submitted, if any, which may include an answer, cross claim, summary judgment response, and other supporting documents. The matters are covered in more detail *infra*.

Conciliation conferences A proceeding called a *conciliation conference* is available. The conference allows defendants to meet with a representative of the plaintiff in person to determine if a resolution, such as a loan modification, may be reached prior to judicial sale. Defendants who would like to negotiate with their lenders may participate, by contacting the office at (502) 574-5934. The conference procedure is available before judgment is entered. In limited circumstances in which the plaintiff agrees, the defendant may schedule a conciliation conference after judgment. Note that after judgment is entered, the terms of the note are merged into the judgment. This fact must be taken into account when a loan agreement is entered after judgment.

Hearings The Commissioner schedules hearings, when necessary, for oral argument on motions the Court has referred for review and recommendation. A party requesting a hearing may do so by motion or letter, filed at the Jefferson Circuit Court Clerk's Office, referencing the case number.

Sales The Commissioner holds judicial sales on alternating Tuesdays. Sale information is posted on the website at www.jcomm.org. The process is set forth in detail *infra*.

*Plaintiffs*¹

In advance of filing the motion for judgment, plaintiff's counsel will have conducted a title search, reviewed for client conflict, filed a lis pendens at the County Clerk's Office, and paid a \$200 Judicial Sales Administrative Fee at the Circuit Court Clerk's Office. The following are matters the Commissioner's office reviews.

Complaint: A sample Complaint is attached as Exhibit A. The complaint should include allegations that :
A) the loan is in default, including date of default; B) the plaintiff holds the note and a mortgage on the

¹ The same procedures apply for Cross Plaintiffs.

property; C) the plaintiff is exercising the right to accelerate the debt; and D) the property is indivisible. The Complaint must also include, preferably by exhibit, a legal description with source of title. If the legal description in the mortgage is incorrect, a reformation count should be added, along with a correct legal description. A sample count is included in Exhibit A. Further, the complaint must name all parties who have an interest, and state what their interest is. Interested parties include judgment lien holders, personal representatives, corporations, individual partners, joint property owners and tenants. Finally, the complaint must include a prayer for relief.

Service: Service must be effected via one of the following four mechanisms: A) personal service (CR 4 and 5); B) constructive service, requiring strict compliance (CR4.05 and 4.06); C) service upon the Secretary of State for nonresidents (KRS 454.210); and D) service pursuant to KRS 14A.4-040. If a defendant is not personally served, the Plaintiff cannot obtain a personal judgment against the defendant. If a defendant is not constructively served, the Plaintiff has not extinguished the defendant's rights in the property. A warning order affidavit form that complies with the civil rules is included as Exhibit B.

Requisite supporting documents: All motions for judgment and sale require an Amount to be Raised Form (JRP 502) (Exhibit C). The form is not required if the judgment does not seek a sale. For a default judgment, additional supporting documents are a default judgment certificate (JRP 403) and military affidavit (Title 50 U.S.C. Section 521) (Exhibit D).

Judgment: A sample judgment is located at Exhibit E. The Commissioner strongly encourages plaintiff's counsel to employ the standardized form, to the extent possible. The form has the following key provisions: a) standard items to which the property is sold subject, b) standard distribution language, c) standard language for a recommended sale date, and d) an exhibit with legal description, source of title, and street address. In the event of a conflict, the legal description controls over the street address.

The Commissioner's review forms are located at Exhibits F and G.

Defendants

A defendant's choices in these matters are legal considerations for which a defendant should obtain legal representation. Defendants who do not have an attorney may seek an attorney through the Lawyer Referral Service at (502) 583-1801.

Several resources are available for defendant property owners. The Kentucky Housing Partnership, which can be contacted at 1-866-830-7868 or www.protectmykyhome.org, has resources for housing assistance and counseling. The Legal Aid Society provides free legal clinics on the judicial sales process on Tuesdays at 11:00 a.m. and Thursdays at 4:00 p.m. For more information, the Legal Aid Society may be reached at (502) 584-1254 or www.laslou.org.

Judicial sales actions tend to progress as follows. At the beginning of the lawsuit, defendants receive a complaint and a notice about alternatives to judicial sales. A proceeding called a *conciliation conference* is available. The conference allows defendants to meet with a representative of the plaintiff to determine if they can resolve their dispute prior to a judicial sale. Defendants who would like to negotiate with their lenders may participate, by contacting the office at (502) 574-5934.

Once a defendant receives a complaint, the defendant has twenty (20) days to answer and file the answer with the court. Attached at Exhibit H is a sample of an answer. The plaintiff continues to send documents

about the action, such as any motions for summary judgment, to answering defendants. A defendant has twenty (20) days to respond in writing to the summary judgment motion and to file the response with the court.

One of defendants' biggest concerns may regard their ownership interest in the property. In the typical case, defendants continue to have all rights and duties arising out of property ownership until the sale. The terms of the judgment extinguish the defendants' rights in the property at the time of the sale. So, defendants may still live in the property, and still have the duty to maintain the property until the sale.

After the sale, defendants may have additional rights. Defendant tenants, for example, may have additional rights. Further, if the lender purchases the property, a defendant may be able to reach an agreement concerning the date the defendant needs to leave. These matters are a subject for legal representation and negotiation with the attorney representing the lender.

Commissioner's Office Sales Preparations

When the Commissioner recommends a judgment for lien enforcement and order for sale, the Commissioner also recommends a sale date, and attaches a handbill with the time, date and place of the and sale, and a \$675 deposit voucher. After entry of judgment, the Commissioner's Office prepares a newspaper advertisement, runs the newspaper ad, posts the handbill on its website and at the Commissioner's Office, and submits the sale scheduling form and handbill to the appraisers.

Appraisers

Each Circuit Court Division has appointed two appraisers to handle their respective cases. The appraisers prepare an appraisal for the case, and post the handbills on the property. The Commissioner's sales bill includes a \$100 fee for each appraiser. In the event that the appraisers appraise multiple parcels for a case, or appraise commercial property, they may apply for additional fees, pursuant to JRP 509. If the Court should award additional fees, payment should go directly to the appraisers, and not to the Commissioner's Office. The appraisals are available on the Commissioner's website until the sale and in the case file after the sale.

Sale Scheduling, Canceling and Rescheduling

The Commissioner recommends the sale date at the same time as a recommendation for judgment. Once the Court enters the judgment, the Plaintiff has ten days after its entry to pay the \$675 deposit plus \$150.00 for each additional parcel. At the time the Plaintiff submits the sale deposit payment and voucher, the Plaintiff also needs to submit a map referencing the Division (1-13), the Sale Date, and Docket Number.

In two circumstances, the sale is not scheduled as recommended. The sale is not scheduled as recommended in the event the plaintiff fails to pay the deposit within ten days' entry of the order. The sale is also not scheduled as recommended when a judgment is entered within forty (40) days of the

recommended sale date. In the event the sale is not scheduled as recommended, the Plaintiff needs to call, schedule a sale date, and file a Sale Scheduling and Amount to be Raised Form. (Exhibit I).

In the event the parties reach an agreement after judgment, or a bankruptcy stays the action, the plaintiff may cancel the sale. Only plaintiff's counsel, or office staff, may cancel a sale. A sale will be canceled upon verbal request but must be followed with written confirmation, via FAX to (502) 574-5741 or by email to questions@jcomm.org. The plaintiff must also provide the reason for cancellation. If the plaintiff seeks to cancel the sale after ten days' entry of judgment, the \$100 withdrawal fee applies. After the appraisal assignment date, 28 days in advance of the sale, the cancellation fee formula applies. The sales cancellation fee calculator is available on the website.

In the event the plaintiff seeks another sale date, the plaintiff needs to call, request a sale date, and use the Sales Scheduling and Amount to be Raised Form. (Exhibit I). Note that the Jefferson Circuit Court Clerk must collect an additional \$200 Judicial Sales Administrative Fee in cases in which the sale is scheduled more than 180 days after the first sale date.

Sales

The auctions begin at 10:00 a.m. on Tuesdays at The Kentucky International Convention Center, 221 South 4th Street, Room 201. Starting with the April 2016 sales, the time and place changes to 9:00 a.m. on Fridays, at the Judicial Center, Second floor, 700 West Jefferson Street.

Bidding is in increments of \$500 for \$500-\$50,000; \$1000 for \$50,000-\$100,000 and \$2000 for bids over \$100,000. The parties are required to turn off all electronic devices, including cell phones, computers, and tablets. Once the Commissioner announces that the property is sold, the bidding is not reopened, except upon a rejected bid.

Matters concerning each sale property are contained in the handbill, which is the posted sales notice. The handbill states the legal description, case identification, amount to be raised, party bringing the sale, and sale deposit.

A 10% deposit is required at the auction, unless waived by the judgment, pursuant to JRP 502. The deposit may be made by check. However, a sales bond is due at the sale. The sales bond may be presented as proof of unencumbered property, at twice the value of the property. Otherwise, the purchaser may submit a letter of credit or obtain a sales bond from a bonding company. A list of interested bonding agents is available with the receptionist. If the purchaser is unable to make the deposit, the Commissioner rejects the bid, and immediately resells the property. Purchasers who are not parties to the action also need identification and a corporate resolution if purchasing on behalf of a corporation. The Commissioner must receive the full balance within one month. Interest accrues at 12%

All sales are made pursuant to the terms of the judgment and orders of sale entered by Jefferson Circuit court. Each property is indivisible and sold by legal description, as contained in the judgments and orders of sale. Other sale terms and conditions are noted on the handbill. Those conditions are reflected usually as items A-C or D on the handbill. As a general matter, properties are sold subject to easements, assessments, matters which a survey would disclose, and taxes due and payable after the sale date.

Purchasers

Purchasers are required to comply with purchase terms or risk default. All purchasers should file a motion to confirm sale and order deed, along with an order, to obtain a deed. Certain purchase procedures differ, depending upon whether the purchaser has obtained a judgment in the action. The differences are as follows.

Terms for Purchasers who have not obtained a judgment in the action

The full balance is due within 30 days. Interest accrues at 12%. A bond pursuant to K.R.S. 426.705 must be filed for the balance.

Paying money into Court after the initial deposit requires an Order that complies with JRP 603. Exhibit J is a sample order. A version that will calculate the amount of money required to be paid in is available on the website.

Terms for Purchasers who have obtained a judgment in the action

A plaintiff or other purchaser who has obtained a judgment in the action usually takes credit against its judgment and does not pay money into court. In addition to a motion to confirm sale and order deed, the plaintiff purchaser must also file a CR 4.11 bond in actions in which a party was constructively served because the Commissioner is required to retain control of, and preserve for one year, any property upon which a constructively served person may have been deprived. The plaintiff purchaser must also address any claims taking priority over its lien, such as taxes. The plaintiff purchaser frequently pays the priority taxes and liens, and submits proof.

The plaintiff must review whether the judgment and interest are sufficient as credit for the bid. If not, and the plaintiff has other expenses, the plaintiff may move for a supplemental judgment. Occasionally, if the bid should exceed the plaintiff's judgment, the plaintiff still must pay money into court and submit an order to do so with the payment. All conditions require compliance within 30 days.

Additional Terms for All Purchasers

Objections - The purchaser has the responsibility to ensure that the advertised terms are identical to those of the judgment. The purchaser shall have ten days to file objections from the Friday following the auction.

Insurance - The purchaser is required to insure the property from the sale date.

Possession - Purchasers do not have a right to enter the property before confirmation of the sale and posting of the sales bond or full payment. Confirmation occurs after motion of the purchaser or other party, upon the Court's entry of the order, and never earlier than ten days from the Friday

following the auction. If the defendants continue to occupy the property, the purchasers should follow the procedures for a writ of possession, via a motion, order for possession, and affidavit that the property is still occupied. Sample forms are attached as Exhibits K and L.

Default - If a purchaser does not comply with the purchase terms, the purchaser may be held in default. Upon default, the Court has the authority to hold the original deposit made the day of sale and apply it to the expenses of the second sale and/or the shortfall if the property sells for less at the second sale. If the second sale brings less, the Purchaser may be responsible for the difference.

Redemption - For property sold for less than two thirds of the appraised value, the former property owner retains a six month right to redeem the property, and may do so by paying the purchase price plus 10% per annum to the Circuit Court Clerk's office, with a motion for an order paying money to the Clerk, and for deed. The order will be similar to Exhibit J, except that interest accrues at 10% rather than 12%, and the Circuit Court Clerk, not the Commissioner, is the payee. Additional expenses the Purchaser incurred may be addressed by motion and hearing.

Distributions

Judicial sales proceeds, including sales deposits, are held in the Commissioner's escrow account. Redemption proceeds are held in the Circuit Court Clerk's account. A distribution order must specifically order the appropriate holder, either the Commissioner or Circuit Court Clerk, to distribute the specific amount of funds to the specific party. For Commissioner costs to be paid from judicial sales proceeds, the distribution order must also include a distribution to pay the specific amount to the Commissioner. The plaintiff may file a motion for distribution order. Accruing interest stops 10 days from the date on which the purchaser at the Commissioner's sale paid the money into Court.

Distribution orders may be delayed because of computational errors. Exhibit M is an itemized distribution order. It is available at www.jcomm.org in a calculator version.

Each year, funds remain on hand for distribution after case activity ceases. The funds result from a variety of circumstances, but most commonly are left behind when a) a purchaser defaults after making a sales deposit, or b) when the first lien is fully satisfied from the proceeds of sale and junior lien holders and former property owners are unaware that funds remain. Parties are encouraged to double check whether funds remain, and to submit a motion and distribution order for funds to which they are entitled. The second page of Exhibit M is an example of a motion and distribution order.

EXHIBIT A

NO. _____

JEFFERSON CIRCUIT COURT

DIVISION _____

PLAINTIFF

VS.

COMPLAINT

[Street]
Louisville, KY [Zip Code]

[Street]
Louisville, KY [Zip Code]

DEFENDANTS

* * * * *

COUNT 1

1. On [date], [Defendant Borrower] executed and delivered to [Plaintiff] a promissory note, a copy of which is annexed herein as Exhibit A.

2. To secure payment of the above note, said [Defendant Borrower], unmarried, simultaneously executed and delivered to [Plaintiff] a mortgage on the following described real estate located in Jefferson County, Kentucky:

3. Said mortgage was recorded on [date] in Mortgage Book ____, Page ____, in the aforesaid Clerk's Office and a copy thereof is annexed hereto as Exhibit B.

4. Said note and mortgage were subsequently assigned to Plaintiff. Record of the transfer of the note is included on the attached note, at Exhibit A. A mortgage assignment is attached as Exhibit C.

5. The obligated Defendants have defaulted under the terms of the note and mortgage by failing to make payment due from [date]. That installment and all subsequent installments are now past due and unpaid and plaintiff has heretofore and does hereby reaffirm its election to declare the entire balance of said note immediately due and payable.

6. The present balance due on the above note is \$_____ with interest thereon at the rate of ___% per annum from [date] until paid.

7. Under the terms of the mortgage, upon failure of the obligated defendants to pay taxes and insurance premiums, plaintiff has and is claiming the right to pay the same. Plaintiff also claims the right pursuant to KRS 426.525 to expend sums for preservation of the above described property. To date, plaintiff has advanced the sum of \$[liquidated sums to date] for these purposes. Plaintiff anticipates that during the pendency of this action it will be required to expend additional sums for these purposes. These sums bear interest at the rate of ___% per annum from date of payment by plaintiff and constitute additional liens against said property for which plaintiff should recover judgment.

8. The loan documents provided that plaintiff is entitled to collect late charges. These late charges amount to \$_____ and constitute additional liens against the property for which plaintiff should recover judgment.

9. To secure payment of the above note, said [Defendant Borrower],, unmarried, simultaneously executed and delivered to [Plaintiff] a mortgage on the real estate described in paragraph 2 herein.

10. Additional provision if the property description is incorrect: As the result of a scrivener's error and mutual mistake of fact between the parties thereto, the mortgage executed by [Defendant Borrower], and delivered to the plaintiff contained an incorrect legal description in that it references "_____ " instead of "_____ " as stated on the deed filed for record on [date], in Deed Book _____, page _____, Jefferson County Court Clerk's records. A copy of the correct legal description is attached hereto as Exhibit _____.

11. Because this mistake was the result of a scrivener's error and mutual mistake of fact between the parties to said documents, plaintiff is entitled to have the above described mortgage reformed to show "_____ " as shown on the attached Exhibit _____, and plaintiff is further entitled to an Order of this Court so decreeing that the property as described on the attached Exhibit _____ be sold by the Master Commissioner of this Court at Master Commissioner's Sale.

12. The obligated defendant has defaulted under the terms of the note and mortgage by defaulting on the first mortgage and allowing the subject property to be sold at judicial sale. Plaintiff hereby reaffirms its election to declare the entire balance of said note immediately due and payable.

13. The present balance due on the above described note is \$_____.

14. The loan documents provide that, in the event of default, the obligated defendants will pay the note holder's reasonable attorney's fee occasioned by the default. The undersigned attorneys are not salaried employees of plaintiff. This attorney's fee constitutes an additional lien against the property for which plaintiff should recover judgment.

15. The validation notice required by 15 U.S.C section 1692g(a) is attached hereto as Exhibit D.

16. The above described property consists of one building lot with residential improvements thereon and cannot be divided without materially impairing its value and the value of plaintiff's lien thereon.

17. Plaintiff's mortgage is a first and best lien on the above described property except for those items set out below.

- a. Unpaid real estate taxes affecting said property.
- b. Easements, restrictions and stipulations of record affecting said property.
- c. Any matters disclosed by an accurate survey or an inspection of the property.
- d. Any assessment for public improvements levied against the property.

In the event said real estate is ordered sold by this Court, the purchaser should be required to take said real estate free and clear of all liens and encumbrances except items b-d.

18. Unknown Defendant, Spouse of *[Defendant Borrower]*, may be claiming an interest in the above described property by virtue of marriage. Said interest is subsequent and inferior to Plaintiff's mortgage lien and plaintiff calls upon this defendant to answer herein and set up any claim this defendant has to the subject property or be forever barred.

19. There are no other liens or claims against the property known to plaintiff.

WHEREFORE, plaintiff, _____, demands that:

a. It be awarded a judgment holding that plaintiff recover from the defendant, _____, the sum of \$_____ with interest thereon at the rate of ___% per annum from *[date]*, until paid plus court costs herein expended by plaintiff including a reasonable fee for plaintiff's attorney and any sums paid for taxes, insurance premiums or the preservation of the above described property with interest on said sums at the rate of ___% per annum from date of payment by plaintiff until paid.

b. *[If applicable: Plaintiff's mortgage be reformed as described above];*

c. To secure plaintiff the foregoing, plaintiff be adjudged liens on the above described property prior and superior to any and all other except those exceptions set out in the complaint; that plaintiff's liens be enforced and to that end the above described property be sold and the proceeds of sale, or a sufficiency thereof, be applied first to the costs of this action, second to

the debt, interest and costs due plaintiff with the balance held for the benefit of the remaining defendants as their interest may be adjudged.

- d. The claims of any non-answering defendant be barred.
- e. Any occupant of the above described property be required to vacate the property

[Attorney]
KBA No. _____
[Attorney's firm]
[Street]
Louisville, KY [Zip Code]
[Phone number]
[email address]

Sample Exhibit B to be attached to Complaint:

BEING Lot 77 as shown on the Plat of Lakeview Estates, which is recorded in Plat and Subdivision Book 4, Page 8, in the office of the Clerk of the County Court of Jefferson County, Kentucky.

BEING the same property conveyed to [Defendant Borrower] by deed dated [date], of record in Deed Book ____, Page __, in the office aforesaid.

Note: Street address should also be included here for use in the newspaper and web advertisements

EXHIBIT B

NO.

JEFFERSON CIRCUIT COURT

DIVISION _____

PLAINTIFF

VS. AFFIDAVIT FOR APPT. OF WARNING ORDER ATTORNEY

DEFENDANT

Comes the Affiant, _____, _____,
Name Ptf/Ptfs Atty.

And after being duly sworn, states as follows:

1. I am the _____, _____.
2. The last known address of the Defendant, _____, is
_____.
3. The Defendant is (Select only those that apply, initialed & dated by attorney):

_____ a) An individual who is a nonresident of this state and known or believed to be absent therefrom,

_____ b) A corporation, or a partnership or unincorporated association which is subject to suit under a common name, having no agent in this state known to the Plaintiff upon whom a summons may be lawfully served,

_____ c) An individual who has been absent from the state for four months or who has departed therefrom with the intent to delay or defraud his creditors,

_____ d) An individual who has left the country of his residence to avoid the service of a summons or has so concealed himself that a summons cannot be served upon him, and

_____ e) An individual whose name or place of residence is unknown to the Plaintiff.

4. (IF ATTORNEY IS AFFIANT) Affiant believes that Plaintiff is ignorant of such facts as are unknown to the Affiant.

WHEREFORE, Affiant asks for the appointment of a Warning Order

Attorney to notify Defendant, _____, of this action.

_____ AFFIANT

STATE OF _____)
) SS
COUNTY OF _____)

Subscribed and sworn to me by _____ this _____
day of _____, _____.

My Commission Expires: _____

Notary Public, State at Large

EXHIBIT C

CASE NUMBER: _____

JEFFERSON CIRCUIT COURT

DIVISION _____

v. *STATEMENT OF AMOUNT TO BE RAISED (JRP 502D)*

Property Address: _____

Default Date:	
Principal or tax lien certificate amount plus any additional amounts sought in judgment	
Interest Rate:	
Other payoffs: *MSD lien & other lien-holders who have obtained a judgment	
Amount To Be Raised (Amounts sought in judgment plus other payoffs)	\$

The above amounts are submitted by the moving party, _____. The undersigned certifies that the above information is correct, and all parties of record on the attached list have been served with notice of this pleading on _____.

Attorney's Signature

(Type Name)

(Type Address)

Phone Number

EXHIBIT D

NO. _____

JEFFERSON CIRCUIT COURT

DIVISION ____

PLAINTIFF

VS.

MILITARY AFFIDAVIT

Defendant

* * * * *

The affiant, _____, is attorney for the
_____ herein and that the defendant, _____, is not now and
has not been at any time during the pendency of this action, in the active military service of the
United States of America as that term is defined in 50 U.S.C. App. § 521.

Subscribed and sworn to before me by _____, this _____ day of
_____, 2011.

My commission expires _____.

NOTARY PUBLIC, STATE AT LARGE, KY

CASE NO. ____-CI-_____

EXHIBIT E
JEFFERSON CIRCUIT COURT
DIVISION _____

PLAINTIFF

vs.

DEFENDANTS

JUDGMENT AND ORDER OF SALE

On motion of the Plaintiff, it is ordered and adjudged as follows:

1. Plaintiff, _____, is hereby granted an In Personam default judgment against Defendant _____ and In Rem default judgment against Defendant _____ (hereinafter referred to as the "Primary Defendants") as follows:
 - a. The principal sum of \$_____, plus
 - b. Interest on the principal sum at the rate of _____% per annum from _____ until the date of judgment in this action and thereafter on the entire sum at the said rate until paid, and
 - c. The costs and fees of this action.

 2. To secure payment of its judgment, Plaintiff is adjudged to have a lien on the real estate as further described on the attached Exhibit "A", which is incorporated herein by reference, together with all improvements on the real estate, including the principal place of residence, and appurtenances related to it, which lien is adjudged to be prior and superior to any and all of the liens and encumbrances held by the parties hereto, except any lien for city, county, and state ad valorem taxes due and owing in this action.
-

3. The hereinafter described property cannot be divided without materially impairing its value or the interest of the parties hereto, and shall be sold as a whole for the purpose of satisfying judgment and lien herein adjudged against the hereinafter described property.
 4. The Plaintiff's lien shall be enforced. The purchaser at the Master Commissioner's sale shall take the real estate free and clear of the claims of the parties to this action, but it shall be sold subject to the following, for which the purchaser shall take no credit against the purchase price:
 - a. Easements, restrictions and stipulations of record.
 - b. Any matters which would be disclosed by an accurate survey or inspection of the property.
 - c. Any current assessments for public improvements levied against the property.
 - d. *(Only if applicable) The United States' [120 day][one year] Right of Redemption, pursuant to Title 28 U.S.C. §2410.*
 5. The Plaintiff, the Master Commissioner and the Court shall not be deemed to have warranted title of the real estate to the purchaser.
 6. The foregoing property shall be sold by the Master Commissioner upon the terms and conditions set forth in JRP 502, 503, 504, and 505, and as modified by AP Part IV, which are incorporated herein by reference. Such terms and conditions shall have such force and effect as if set forth fully herein. The Purchaser shall assume the ad valorem taxes which become due and payable after the sale date.
 7. The Master Commissioner shall sell the real estate. The sale shall be conducted at the address listed on the attached handbill at public outcry to the highest and best bidder. The date of the sale shall be as indicated on the attached handbill, provided this order is entered more than 35 days prior to said date, and provided the Plaintiff does not withdraw the sale.
-

If the sale does not take place on said date, it shall not be necessary for the Plaintiff to move for a new sale date, so long as sale of the property does not violate applicable law.

8. The proceeds of the sale shall be applied in the following priority:
 - a. The costs of this action.
 - b. State, County and/or City ad valorem real estate taxes due and owing on sale date.
 - c. Inspections, permits and licenses liens, as adjudicated herein.
 - d. The full satisfaction of Plaintiff's lien as adjudicated herein, including reimbursement for its costs, expenses and attorney's fees as set forth herein.
 - e. The satisfaction of any junior liens on the real estate in the same priority that they held on the real estate.
 - f. Any remaining proceeds of the sale shall be held by the Master Commissioner until further order of this Court.
 9. Jurisdiction is retained for such further orders and proceedings as may be necessary.
 10. The following matters are reserved for further order:

Sums advanced in payment of ad valorem taxes, assessments, insurance premiums, winterization, or in preservation of the real estate, following the commencement of this action, plus costs, attorneys' fees and other advances made pursuant to the terms of the Note.
 11. The Master Commissioner shall immediately withdraw the Sale and remand it from the sale docket if directed to do so by counsel for the Plaintiff at any time prior to the commencement of bidding at the Sale.
 12. Pursuant to CR 77.04, the Circuit Court Clerk shall serve notice of the entry of this Judgment and Order of Sale.
 13. There being no just cause for delay, this is a final and appealable matter.
-

Date: _____

JUDGE, JEFFERSON CIRCUIT COURT

This judgment was prepared by:

Telephone:
Fax:
Email:
Attorney for Plaintiff

Recommended for Entry
EDITH FRICK HALBLEIB
MASTER COMMISSIONER

CERTIFICATE OF SERVICE

I do hereby certify that the above Order was entered and a filed copy of the Order mailed to the following persons this _____ day of _____, 201__.

Jefferson Circuit Court Clerk

By: _____
Deputy Clerk

EXHIBIT "A"

(Legal Description plus Source of Title)

EXHIBIT F

NO. «CASE»

JEFFERSON CIRCUIT COURT
DIVISION «DIV»

«PTF»

PLAINTIFF

VS.

***MASTER COMMISSIONER'S REPORT RE:
ENFORCEMENT OF REAL ESTATE MORTGAGE***

«DEF»

DEFENDANTS

The Commissioner reports that this case is ready for judgment. The judgment is tendered by the Plaintiff/Cross Plaintiff, _____, by _____. The judgment/as amended/ is justified by the record, according to the matters set forth below.

The complaint and exhibits were filed . The parties were served as follows.

Constructive Service:

A warning order attorney was appointed on behalf of . The report of the Warning Order Attorney was filed

Party	Service Date or Warning Order Appointment	Answer Date or Warning Order Appointment	Counsel, Constructive Service, or other appearance

The judgment complies with JRP 403, 502c, 505 & CR 4.06 & 55.

The military affidavit was filed

Bond pursuant to CR 4.11 must be filed prior to withdrawal of sale proceeds or delivery of a deed, if within one year after entry of judgment.

The judgment was tendered , on behalf of the Plaintiff, either more than 20 days after actual service of summons and/or more than 50 days after appointment for constructive service and/or after the appearance in this action by defendant(s).

In support of the judgment, the plaintiff tendered evidence which shows it is the holder of the subject note and mortgage. In the judgment the amounts set forth are authorized by the complaint and exhibits, and the description of the real estate is identical with the exhibits.

SALE DATE: The Commissioner recommends the date of sale be as indicated on the sale notice attached hereto provided the tendered judgment and order of sale is entered more than 40 days prior to said date and the party requesting the sale does not subsequently withdraw the sale.

RECOMMENDATION: If no objections are filed within 10 days from the date of service by the Clerk, as prescribed by CR 53.05, sign tendered judgment.

Respectfully submitted,

EDITH F. HALBLEIB
MASTER COMMISSIONER
BY: _____

Commissioner's Fee: \$50.00 billed to Plaintiff

/
Copies were mailed to the attorneys listed above.

	Orig. Lender	Assignee	Assignee	
Note	_____	_____	_____	_____ Amt. in Complaint
Mtg	_____	_____	_____	_____ Amt. in Judgment

NO. «CASE»

JEFFERSON CIRCUIT COURT
DIVISION «DIV»

«PTF»

VS.

SALE DEPOSIT VOUCHER

«DEF»

*The **PARTY SCHEDULING THE SALE**, no later than fifteen days of entry of judgment, must file the deposit and a map.*

Sale Date: _____

Docket Number: _____

Deposit: \$675 plus \$150.00 for each additional parcel

Check Number: _____

Payor:

Amount To Be Raised: As set forth on the Amount To Be Raised Form submitted with the motion for judgment and order of sale.

The above amount is submitted by the moving party,

_____.

Attorney

Phone Number

EXHIBIT G

NO. JEFFERSON CIRCUIT COURT
DIVISION
PLAINTIFF

VS. **MASTER COMMISSIONER'S REMAND REPORT**
DEFENDANTS

This action was referred to the Commissioner for a recommendation on a _____ tendered by _____ on _____ and is being held up for the following:

1. Process for _____ was not served/not properly served/not signed by or delivered to someone other than Defendant's registered agent as named in the complaint.
2. A Warning Order report has not been filed.
3. The Warning Order report omits statement that no defense/erroneously states no affirmative defense can be made for the constructively summoned Defendant.
4. The attorney has not signed the pleading or motion in conformity with CR 11.
5. There is no evidence in the record which establishes personal liability, interest rate or acceleration, such as a copy of the note or an affidavit for a lost note.
6. The record does not reflect that the Plaintiff is the real party in interest. This matter may be corrected by providing an assignment from the lender to Plaintiff, or amending the pleadings to reflect the real party in interest.

7. Counsel represents more than one party in the case, with conflicting interest.
8. The record indicates that the subject property is subject to a bankruptcy stay pursuant to 11 U.S.C 362.
9. The Default Judgment Certificate was not filed pursuant to JRP 403
10. A proper Military Affidavit must be filed pursuant to 50 U.S.C. App. 521.
11. The judgment amount shall not exceed the amount as set out in the Complaint (CR 54.03)
12. The tendered judgment has conflicting provisions regarding whether taxes are to be paid from the sale proceeds, or whether the property will be sold subject to these taxes.
13. The requested award of attorneys fees does not comply with JRP 404.
14. The Plaintiff has requested an award for attorneys fees not yet earned. Plaintiff may reserve the right to seek these fees when earned, but they cannot be awarded at present.
15. The motion to withdraw money from the Receiver or Commissioner must comply with JRP 604.
16. No bond has been filed pursuant to CR 4.11.
17. Tendered _____ does not comply with CR / JRP _____, _____
18. The commissioner requests that the purchaser tender an affidavit that the purchaser has inspected the property within the past seven days. Further, the affiant should be able to attest to the fact that the property has not been abandoned, and the purchaser has not secured the property.
19. According to the judgment, taxes are to be paid from the proceeds, prior to a payment to the plaintiff. For plaintiff to take credit, the plaintiff must show that the plaintiff has paid the taxes. Otherwise, the plaintiff will need to pay the proper amount into Court.
20. _____

RECOMMENDATION: The pending motion should be DENIED unless objections are filed within the period prescribed by CR 53.05.

Respectfully submitted,
EDITH F. HALBLEIB
MASTER COMMISSIONER

By: _____, D.M.C.

NOTE TO PLAINTIFF: Upon filing of this report, the case will be returned to the file desk. If the Plaintiff makes the revisions noted by the Commissioner, the Plaintiff should file appropriate documents with the Circuit Court Clerk to cause the case to be resubmitted to the Commissioner's office. Any resubmitted motion for judgment must be accompanied by an updated Military Affidavit.

Commissioner's fee:

/

Copies were mailed to the attorneys listed above.

COUNTY OF _____)

Subscribed and sworn to me by _____ this _____
day of _____, _____.

My Commission Expires: _____

Notary Public, State at Large

[Attorney]

KBA No. _____

[Attorney's firm]

[Street]

Louisville, KY [Zip Code]

[Phone number]

[email address]

EXHIBIT I

CASE NUMBER: _____ JEFFERSON CIRCUIT COURT

DIVISION _____

Plaintiff

v. Sale Scheduling Form and
Statement of Amount to be Raised (JRP 502D)

Defendant

Please complete the following and return this form along with a \$625 deposit and a map, including address, from a source such as an internet map site (e.g. MapQuest or www.pvalouky.org) .

Property Address _____

Sale Date:	
(Entered) Judgment Date:	
Judgment amount (Principal, interest until judgment, plus any additional awards in the judgment)	
Interest Rate:	
Other payoffs:* MSD lien and other lien holders	

**"Other payoffs" will only be required if another JRP 502D Statement of Amount to be Raised is of record or MSD will be paid from proceeds .*

Number of post judgment days	0
Postjudgment Interest until Sale	\$0.00
Per diem	\$0.00

Amount to be Raised

\$0.00

The above sale date and amounts are submitted by _____,
attorney for _____. The undersigned certifies that the above
judgment award is correct, the sale date has been supplied by the Commissioner's office, and all parties of record on the
attached list have been served with notice of this pleading on _____.

Attorney

EXHIBIT J

Case No. _____

JEFFERSON CIRCUIT COURT

DIVISION _____

PLAINTIFF

VS. **ORDER CONFIRMING SALE & PAYING MONEY INTO COURT**

DEFENDANT

Note: a version is available on the website that calculates interest and dates.

Upon motion of the Purchaser _____ to Confirm the Commissioner's sale held _____, the Court hereby Orders that:

1. The Report of Sale filed in this action shall be confirmed.
2. The Purchaser shall be charged with, and granted credit for the following:
3. The Purchase Price (winning bid) is \$ _____, and after deducting the deposit of \$ _____ it leaves a Balance of \$ _____
(note: one fourth of Purchase Price is due 30 days from date of sale)

USE THIS SECTION IF PAYING THE ONE-FOURTH PAYMENT

- | | |
|--|----------|
| 4. Balance (from #3 above) | \$ _____ |
| 5. Interest on Balance
(Balance x 12% divided by 365 = \$/day x no. of days from sale date) | \$ _____ |
| 6. One-Fourth of bid minus deposit paid at sale | \$ _____ |
| 7. Paid with this Order _____ + _____ =
line 5 line 6 | \$ _____ |
| 8. Balance due | \$ _____ |

Note: Not entitled to deed until bid paid in full.

USE THIS SECTION IF PAYING ANY PAYMENT OTHER THAN ONE-FOURTH

9. Balance (from line 8 or 3) \$ _____

10. Interest (line 9 x 12% divided by 365 = \$/day x no. of days from last payment) \$ _____

11. Paid with this Order (9 + 10) \$ _____

12. The Purchaser's bid has been paid in full. The Commissioner is hereby Ordered to execute a deed to the property free and clear of all liens and encumbrances except as set forth in the sale bill to:

(Name and address of purchaser, or assignee if assignment is filed herein)

Tendered by: _____
JUDGE

DATE

EXHIBIT K

Case No. _____

JEFFERSON CIRCUIT COURT

DIVISION _____

PLAINTIFF

VS. **AFFIDAVIT OF OCCUPANCY/NON-BONAFIDE TENANCY**

DEFENDANT

Comes the Affiant, _____, _____,
Name Ptf/Ptf's Atty.

And after being duly sworn, states as follows:

1. I am the _____,
[purchaser]
2. I have inspected the property within the past seven days.
3. The property has not been abandoned, and the purchaser has not secured the property.

AFFIANT

STATE OF _____)
) SS
COUNTY OF _____)

Subscribed and sworn to me by _____ this _____
day of _____, _____.

My Commission Expires: _____

Notary Public, State at Large

EXHIBIT L

ORDER

Motion having been made before the Court for a Writ of Possession, and the court having been sufficiently advised;

IT IS HEREBY ORDERED AND ADJUDGED that the Sheriff of Jefferson County, Kentucky, in the name of the Commonwealth of Kentucky, is commanded that, with the power of the County, if necessary, to put the Purchaser, in possession of the premises occupied by the Defendant by ejecting the Defendant, which premises are located at _____, and you will make due return of this Writ to me, within fourteen (14) days from the issuance thereof.

JUDGE

DATED: _____

EXHIBIT M

Case No. _____

JEFFERSON CIRCUIT COURT

DIVISION ____

PLAINTIFF

VS.

MOTION & ORDER OF DISTRIBUTION

DEFENDANT

MOTION

Comes the [*Plaintiff/Cross-Plaintiff/Defendant*], _____ and moves the Court for an order of distribution. _____ herewith tenders this order of distribution & calculations supporting it:

- 1) Amount of Judgment
- 2) Date of Judgment
- 3) Interest Rate in Judgment
- 4) Date of Default
- 5) Other amounts awarded in Judgment
- 6) Prejudgment Interest (Days x per diem):
 - a) Number of Days (Judgment Date – Default Date):
 - b) Per diem interest (Amount x Interest Rate/365):
- 7) Subtotal of prejudgment award (Items 1, 5 & 6)**
- 8) Date the property was paid
- 9) Postjudgment interest (Days x per diem):
 - a) Number of Days (Pay in Date – Judgment Date + 1- days):
 - b) Per diem interest (Item 7 x Interest Rate/365):
- 10) Supplemental Judgment
- 11) Costs/atty fees to be paid to attorney
- 12) Paid Costs (not included in 10 or 11)
- 13) Subtotal of postjudgment award (Items 9, 10, 11 & 12):**
- 14) Total award to Plaintiff (Items 7 & 13):**
- 15) Amount being held by Commissioner

ORDER

The Jefferson Circuit Court Commissioner shall pay the following:

- 1) To the Commissioner
- 2) To the Plaintiff's Attorney, for costs & expenses (if applicable):
- 3) To the Plaintiff
- 4) To the taxing Authority (If applicable. Reserved, if no judgment entered):
- 5) To MSD (If applicable. Reserved if no judgment entered):

The Commissioner is holding/The remaining balance is:

JUDGE

Date: _____

EXHIBIT N

NO. _____

JEFFERSON CIRCUIT COURT
DIVISION _____

PLAINTIFF

VS.

BOND PER KRS 426.705

DEFENDANTS

The undersigned, having purchased the subject property in the above styled action for \$ _____ and having paid 10%, as principal, and _____ as surety, bind ourselves and our estates in the amount of \$ _____ (90% of bid, plus interest), if for any reason the purchase price is not paid within 30 days. Principal and surety agree that liability may be enforced by notice and motion as provided in Civil Rule 5 and KRS 451.180.

Surety swears (or affirms) that surety is a resident of _____ County Kentucky; and owns property worth the amount to be secured by this bond. In support of this affidavit, the following has been provided to the Jefferson Circuit Court Master Commissioner, at least by 2:00 p.m. of the day in advance of the sale:

_____ A copy of a deed which is unencumbered and a copy of a statement of value from the property valuation administrator, to which this bond will attach.

_____ A copy of an account statement which reflects the above amount.

_____ A letter of surety from a lender.

Affiant makes this affidavit knowing that the Jefferson Circuit Court Master Commissioner is relying on the statements contained herein for accepting the Affiant as surety for the unpaid purchase price at judicial sale in the above action.

PRINCIPAL/PURCHASER

NAME:
ADDRESS:
PHONE:

SURETY

NAME:
ADDRESS:
PHONE:

HOME ADDRESS: _____ SOCIAL SECURITY NUMBER: _____

EMPLOYMENT: _____ AFFIANT _____

Subscribed and sworn to before me by the above listed principal and surety this _____ day of _____, 2016.

My Commission Expires: _____

NOTARY PUBLIC STATE AT LARGE, KENTUCKY

APPROVED BY:

MASTER OR DEPUTY COMMISSIONER
DAY OF _____, 2016.

EXHIBIT O

(KENTUCKY BANK LETTERHEAD)
KRS 454.185

To: Master Commissioner of Jefferson County, Kentucky (Fax: 502-574-5741)

From: (Bank Name)
(Officer Name & Title)

This letter will certify that (Bank Name) will act as Unconditional Surety on the bond of (Bank's Customer's Name(s)) unconditionally guaranteeing his/her/their performance to pay \$_____ (or 90% of the purchase price plus 12% interest within 30 days), if (Bank's Customer's Name(s)) is/are the successful bidder(s) for the purchase of property known as (address of property) at the Master Commissioner Sale on (date of sale).

This certification by the Bank is to act as an Unconditional Surety in an amount not to exceed \$_____, which is to be paid within thirty (30) days.

The Bank will either have its authorized representative attend the Sale or, upon notification that the Bank's Customer was the successful bidder for the subject property, the Bank will cause its Authorized Representative to execute the necessary bond surety forms on behalf of the Bank before 4:30 p.m. on the day of the sale.

This is a commitment by the Bank to act as Unconditional Surety, which is different from a loan commitment, loan agreement, letter of credit or the like.

X (Signature)
Authorized Officer's Name & Title