

**FOR PUBLICATION**

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**IN THE  
COURT OF APPEALS OF INDIANA**

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CITIMORTGAGE, INC., )  
)  
Appellant-Intervenor/Cross-Claimaint, )  
)  
vs. )  
)  
SHANNON S. BARABAS A/K/A SHANNON )  
SHEETS BARABAS,<sup>1</sup> )  
)  
Cross-Claim Defendant, )  
)  
)  
RECASA FINANCIAL GROUP, LLC, )  
Appellee-Plaintiff/Cross-Claim Defendant, )  
)  
and )  
)  
)  
RICK A. SANDERS, )  
)  
)  
Appellee/Third-Party Defendant. )

No. 48A04-1004-CC-232

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APPEAL FROM THE MADISON CIRCUIT COURT  
The Honorable Fredrick R. Spencer, Judge  
Cause No. 48C01-0806-CC-593

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<sup>1</sup> Shannon S. Barabas does not participate in this appeal. However, pursuant to Indiana Appellate Rule 17 (A), a party of record in the trial court is a party on appeal.

**October 20, 2011**

**OPINION ON REHEARING – FOR PUBLICATION**

**RILEY, Judge**

Citi filed a petition for rehearing of our 2011 Opinion. In that Opinion, we affirmed the trial court’s denial of amended default judgment in favor of ReCasa. We grant Citi’s petition for rehearing to clarify our reasoning, but reaffirm our opinion in all respects.

On rehearing, Citi first argues that our interpretation of Ind. Code § 32-29-8-3 was erroneous. We agree that the correct interpretation of the statute is that the one-year redemption period begins after the sale of the property, not after Citi first acquired interest in the property. However, we find that Citi has failed to demonstrate that the trial court abused its discretion when it denied its motion to intervene and for relief from judgment. Based on the ambiguous language in the mortgage, where MERS was named “solely as nominee for [Irwin],” MERS, and subsequently Citi, did not have an enforceable right separate from Irwin’s interest. *Citimortgage, Inc. v. Barabas*, 2001 WL 1873452, \* 1 (Ind. Ct. App. 2011).

ROBB, C. J. concurs

BROWN, J. concurs in part and dissents in part with separate opinion

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SHEETS BARABAS,	)	
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Cross-Claim Defendant,	)	
	)	
RECASA FINANCIAL GROUP, LLC,	)	
	)	
Appellee-Plaintiff/	)	
Cross-Claim Defendant,	)	
	)	
and	)	
	)	
RICK A. SANDERS,	)	
	)	
Appellee/Third-Party Defendant.	)	

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**BROWN, Judge, concurring in part and dissenting in part**

I concur in that part of the opinion on rehearing in which the majority agrees that the correct interpretation of Ind. Code § 32-29-8-3 is that the one-year redemption period

begins after the sale of the property, not after Citi first acquired an interest in the property.

For the reasons set forth in my original dissent, I respectfully dissent from the remainder of the opinion on rehearing.