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IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF LANE

THE BANK OF NEW YORK MELLON FKA  
THE BANK OF NEW YORK AS TRUSTEE  
FOR THE CERTIFICATEHOLDERS OF THE  
CWABS, INC., ASSET-BACKED  
CERTIFICATES, SERIES 2005-8,

Plaintiff,

vs.

JOHN E. GAMBEE, JANET H. GAMBEE,  
KEY BANK NATIONAL ASSOCIATION;  
KEY BANK USA, NA; AND PERSONS OR  
PARTIES UNKNOWN CLAIMING ANY  
RIGHT, TITLE, LIEN, OR INTEREST IN  
THE PROPERTY DESCRIBED IN THE  
COMPLAINT HEREIN,

Defendants.

Case No.: 16CV06852

WRIT OF EXECUTION IN  
FORECLOSURE

**TO THE LANE COUNTY SHERIFF:**

A Judgment of Foreclosure was entered and docketed in this case on June 12, 2017. A true copy of the Judgment is attached hereto. The Judgment was entered in favor of the Plaintiff:

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWABS, INC., ASSET-BACKED CERTIFICATES, SERIES 2005-8

Submitted By:  
Andreanna Smith  
Attorney for Plaintiff

1 McCarthy & Holthus, LLP  
2 920 SW 3rd Ave, 1st Floor  
3 Portland, OR 97204

4 With the adjudicated amount due of \$565,907.49, plus post judgment interest at the statutory rate  
5 of 9.0% per annum from 6/12/2017 to 7/5/2017 in the amount of \$3,209.42, and continuing with  
6 a per diem of \$139.54, currently totaling \$569,116.91.

7 **NOW, THEREFORE, IN THE NAME OF THE STATE OF OREGON**, you are  
8 hereby commanded to sell, in the manner prescribed by law for the sale of real property on  
9 execution (subject to redemption of 180 days), all of the interest that the Defendant had on or  
10 about June 13, 2005, the date of the Deed of Trust, and also the interest that the Defendant had  
11 thereafter, in the real property legally described in the attached *Exhibit 1* having APN/Parcel #  
12 1832508 and commonly known as: 93998 Prairie Rd, Junction City, OR 97448.

13 Sale of the property is to satisfy the sum listed above, plus the costs incurred in  
14 performing this Writ. Pursuant to ORS 18.872, you are authorized to continue execution under  
15 the writ and delay making a return on the writ to no later than 150 days from receipt of the writ.

16 July 12, 2017 By: *Alvin*  
17 Court Clerk

18  
19 Dated: June 30, 2017 and submitted by:

20 **McCarthy & Holthus, LLP**

21 s/ Andreanna C. Smith

22 Andreanna Smith OSB No. 131336  
23 920 SW 3rd Ave, 1st Floor  
24 Portland, OR 97204  
25 Phone: (971) 201-3200  
26 Fax: (971) 201-3202  
27 ansmith@mccarthyholthus.com  
28 Of Attorneys for Plaintiff



# Exhibit 1

AMENDED LEGAL DESCRIPTION

Beginning at a point in the center of the County Road, 176 feet South of the Northeast Corner of Section 6, Township 16 South, Range 4 West of the Willamette Meridian; running thence South 260 feet; thence West parallel with the North line of said Section 6, 406.5 feet; thence North 260.0 feet; thence East parallel with the North line of said Section 6, 406.5 feet to the point of beginning.

Now known as LAND PARTITION PLAT NO. 2009 - P2354, recorded April 22, 2009, Lane County, Oregon Plat Records.

EXCEPTING THEREFROM: Parcel 2 and 3, LAND PARTITION PLAT NO. 2009 - P2354, recorded April 22, 2009, Lane County, Oregon Plat Records.

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IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF LANE

THE BANK OF NEW YORK MELLON  
FKA THE BANK OF NEW YORK AS  
TRUSTEE FOR THE  
CERTIFICATEHOLDERS OF THE  
CWABS, INC., ASSET-BACKED  
CERTIFICATES, SERIES 2005-8,

Plaintiff,

v.

JOHN E. GAMBEE, JANET H. GAMBEE;  
KEY BANK NATIONAL ASSOCIATION;  
KEY BANK USA, NA; AND PERSONS OR  
PARTIES UNKNOWN CLAIMING ANY  
RIGHT, TITLE, LIEN, OR INTEREST IN  
THE PROPERTY DESCRIBED IN THE  
COMPLAINT HEREIN,

Defendants.

Case No.: 16CV06852

GENERAL JUDGMENT OF  
FORECLOSURE

1.

THIS MATTER came before the Court on Plaintiff's motion.

a. Defendants JOHN E. GAMBEE, JANET H. GAMBEE; KEY BANK USA, NA;  
AND PERSONS OR PARTIES UNKNOWN CLAIMING ANY RIGHT, TITLE,  
LIEN, OR INTEREST IN THE PROPERTY DESCRIBED IN THE COMPLAINT  
HEREIN ("Defaulted Defendants") were duly served with process and failed to  
appear; the default has been entered against Defaulted Defendants. and it appearing

1 that Defaulted Defendants are not incapacitated, protected persons, respondents as  
2 defined in ORS 125.005, minors, or in the military service of the United States;

3 b. A Stipulated Limited Judgment has been entered with regard to Defendant KEY  
4 BANK NATIONAL ASSOCIATION ("Stipulating Defendants") (collectively  
5 Defaulted and Stipulating Defendants are referred to as "Defendants"); now therefore,

6 2.

7 IT IS HEREBY ADJUDGED that Plaintiff shall have judgment as follows:

8 a. The real property to which this judgment relates is located and situated in Lane County,  
9 Oregon, and is commonly known as 93998 Prairie Rd. Junction City, OR 97448 (the  
10 "Subject Property"), legally described as shown in the attached *Exhibit 1*, and having  
11 APN/Parcel No. 1832508.

12 b. Plaintiff is entitled to enforce the note dated 6/13/2005 and made, delivered, and executed by  
13 John Gambée and Janet Gambée to Countrywide Home Loans Inc., in the amount of  
14 \$440,000.00 (the "Note"). The Note was transferred to Plaintiff by delivery of possession  
15 and by indorsement set forth on the Note.

16 c. A deed of trust was made, executed, and delivered by Defendants John E. Gambée and Janet  
17 H. Gambée, on or about 6/13/2005 (the "Deed of Trust"). The Deed of Trust was recorded  
18 on 6/20/2005 as Instrument No. 2005-044785 in the official records of Lane County, Oregon.  
19 The Deed of Trust is a valid and perfected lien against all of the Property for and securing the  
20 Amount Due. The lien of the Plaintiff is superior to any interest, lien, or claim of the  
21 Defendants and shall remain in effect until issuance of a Sheriff's Deed.

22 d. The Borrower failed to make the payment that was due for 11/1/2011 and has not cured the  
23 default. The amount of debt secured by the Deed of Trust that is now due and owing is  
24 comprised of the following amounts (the "Amount Due"):

- 25 a) Unpaid principal balance: \$396,048.15  
26 b) Prejudgment interest accruing from \$132,117.83  
27 10/1/2011 through 5/11/2017 and

28







1 continuing until the entry of judgment  
2 at the current Note rate of 5.950%:

3	c) Additional amounts due under the terms of the loan:	\$36,804.21
4	d) Attorney fees and costs:	\$852.30
5		
6	e) Prevailing party fee (ORS 20.190 (2)(a)):	\$85.00
7	<b>Total:</b>	<b>\$565,907.49</b>

8  
9 Pursuant to ORS 82.010 (2), post-judgment interest shall accrue on the Amount Due from the  
10 date of entry of this judgment through the sale of the Subject Property at the rate of 9.00%  
11 per annum.

12 e. The interest of the Defendants and any successor in interest in the Subject Property is  
13 foreclosed and terminated excepting only any statutory right of redemption as provided by  
14 Oregon law.

15 f. The Defendants are not entitled to a homestead exception as against Plaintiff's judgment.

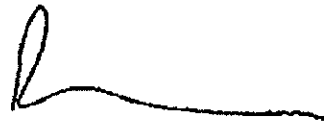
16 g. All right, title and interest in the Subject Property that Defendant John E. Gambiae and Janet  
17 H. Gambiae had as of the date of the Deed of Trust or thereafter acquired is hereby ordered to  
18 be sold by the Lane County Sheriff's Office in accordance with the process for sale upon  
19 execution, and the proceeds of sale shall be applied:

- 20 1) First, to the costs of sale not incurred by Plaintiff;
- 21 2) Second, to the Amount Due, plus post-judgment interest accruing from the date of  
22 entry of judgment through the date of the sale and any incurred costs of sale;
- 23 3) Third, the surplus, if any, to the Defendants in the priority as their interest may  
24 appear, described *infra*, or to the clerk of the court to be distributed by the Court to  
25 such party or parties as they may establish their right thereto.

- 1 h. Plaintiff may become purchaser at the sale of the Subject Property and, pursuant to ORS  
2 18.936 (2), may credit bid up to the Amount Due, plus post-judgment interest accruing from  
3 the date of entry of judgment through the date of the sale and any incurred costs of sale.
- 4 i. The purchaser at the sale is entitled to exclusive and immediate possession of the Subject  
5 Property from and after the date of the sale and is entitled to such remedies as are available at  
6 law or in equity to secure possession. The purchaser at the sale may apply to the Court for a  
7 writ of assistance if any Defendant, other party, or other person shall refuse to surrender  
8 possession to the purchaser immediately upon the purchaser's demand for possession.
- 9 j. In the event the proceeds of sale are insufficient to pay the Amount Due, Plaintiff shall not be  
10 entitled to any further or other judgment, including a judgment for the deficiency.
- 11 k. If, before the sale, the Amount Due is brought into court and paid to the clerk, the execution,  
12 if issued, shall be recalled and the effect of the judgment as to the Amount Due shall be  
13 terminated.
- 14 l. Pursuant to ORS 88.050, the apparent priority of liens subsequent and inferior to the Deed of  
15 Trust are as follows:

- 16 1) Defendant KEY BANK USA, NA. may claim some rights or interest to this property  
17 by virtue of a lien recorded on 9/1/2006 under instrument number 2006-005273.
- 18  
19  
20

Signed 6/7/2017 01:59 PM



**R.Curtis Conover, Circuit Court Judge**

27 I hereby certify that the requirements of UTCR 5.100 have been satisfied.

28

1 On 5/16/2017 a copy of the proposed General Judgment of Foreclosure was:

2 Served on:

3 Key Bank National Association  
4 c/o Daniel Ross  
5 2001 Western Ave, Suite 400  
6 Seattle, WA 98121

not less than 3 days prior to submission to the court.

7 This proposed General Judgment of Foreclosure is ready for judicial signature because:

8 Each opposing party affected by this order or judgment has approved the order or  
9 judgment, as shown by signature on the document being submitted or by written  
10 confirmation of approval sent to me.

The relief sought is against an opposing party who has been found in default.

11 Presented by:

12 **McCarthy & Holthus, LLP**

13 s/ Andreanna C. Smith 5/26/2017

14 Andreanna C. Smith, OSB No. 131336

15 920 SW 3rd Ave, 1st Floor

16 Portland, OR 97204

17 Phone: (971) 201-3200

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