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

JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION

Plaintiff,

vs.

LISA R. GODDARD AKA LISA R.  
TENBROOK; BANK OF AMERICA, N.A.,  
AND OCCUPANTS OF THE PROPERTY

Defendants.

Case No.: 161404805

WRIT OF EXECUTION IN  
FORECLOSURE

**TO THE LANE COUNTY SHERIFF:**

A Judgment of Foreclosure was entered and docketed in this case on February 19, 2015.  
A true copy of the Judgment is attached hereto. The Judgment has been assigned to the  
Judgment Creditor:

MTGLQ INVESTORS, L.P.  
Submitted By:  
Andreanna Smith  
Attorney for Plaintiff  
McCarthy & Holthus, LLP  
920 SW 3rd Ave, 1st Floor  
Portland, OR 97204



EXHIBIT 1

LOT 343, AVALON VILLAGE PHASE 8, AS PLATTED AND RECORDED JANUARY 30, 2003, RECEPTION  
NO. 2003-008309, LANE COUNTY OREGON PLAT RECORDS, IN LANE COUNTY, OREGON.  
APN #: 1698578

FILED  
AT 9:30 O'CLOCK ..... A... M

FEB 10 2015

SEP 14 2015

Circuit Court For Lane County, Oregon  
BY mitelson

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

JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION,

Plaintiff,

v.

LISA R. GODDARD AKA LISA R. TENBROOK;  
BANK OF AMERICA, N.A., AND OCCUPANTS  
OF THE PROPERTY

Defendants.

Case No. 161404805

STIPULATED GENERAL JUDGMENT  
OF FORECLOSURE AND DISMISSAL  
OF COUNTERCLAIMS

Based upon the Order Granting Plaintiff's Motion for Summary Judgment against  
defendant Lisa R. Goddard aka Lisa R. Tenbrook entered herein on December 31, 2014, and the  
Court being otherwise fully advised, it is hereby:

ORDERED AND ADJUDGED that a General Judgment of Foreclosure is entered in  
favor of Plaintiff JPMorgan Chase Bank, National Association ("Plaintiff") and against  
Defendant Lisa R. Goddard aka Lisa R. Tenbrook ("Ms. Goddard") and stipulating defendant  
Bank of America, N.A. ("Bank of America") as follows:

1.

That Ms. Goddard's counterclaims are dismissed with prejudice and without costs or fees to  
either party and that Plaintiff is awarded a general judgment on its complaint for Judicial

Jgm #1  
FEB 19 2015 dp

1 Foreclosure against Ms. Goddard and Bank of America herein and a Money Award against Ms.

2 Goddard only as follows:

3

2.

4

5 That the deed of trust described in Plaintiff's Complaint was dated, executed, and delivered  
6 by Ms. Goddard on or about February 9, 2004 for the benefit of The Lending Team, Inc., as  
7 "Beneficiary" ("Deed of Trust") and recorded in the official records of Lane County on February  
8 12, 2004 as Instrument No. 2004-009771, and assigned to Plaintiff JPMorgan Chase Bank, N.A.  
9 under an Assignment of Deed of Trust dated May 29, 2013, and recorded on June 3, 2013, as  
10 Instrument No. 2013-029509, in the official records of Lane County, Oregon, is a valid and  
11 subsisting lien against all the real property commonly known as 5458 Charles Way, Eugene, OR  
12 97402 ("Property") and as follows:

13

14 LOT 343, AVALON VILLAGE PHASE 8, AS PLATTED AND RECORDED  
15 JANUARY 30, 2003, RECEPTION NO. 2003-008309, LANE COUNTY  
16 OREGON PLAT RECORDS, IN LANE COUNTY, OREGON.

17

18 for the amount of the indebtedness owed under the note and deed of trust to the Plaintiff, and is  
19 superior to any and all right, title, interest, claim, or lien held on and against the Property by all  
20 defendants herein, their successors in interest and assigns, and that said Deed of Trust is hereby  
21 foreclosed by this Court on and against the Property.

22

3.

23

24 Defendant Bank of America claims a junior interest in the Property by virtue of a deed of  
25 trust recorded August 31, 2006, as Instrument No. 2006-063631, in the official records of Lane  
26 County, Oregon, securing a promissory note in the amount of \$101,000.00. Bank of America's  
lien is a valid and perfected lien on the Property, subordinate to Plaintiff's Deed of Trust.

27

Plaintiff's Deed of Trust is superior to any interest, lien or claim of Bank of America, and shall

1 remain in effect until issuance of the Sheriff's Deed. Bank of America reserves its rights to seek  
2 surplus funds as authorized under Oregon Law.

3  
4 4.

5 That Defendants herein and all parties claiming by, through, or under them as purchasers,  
6 encumbrancers, or otherwise, are forever barred and foreclosed of all right, interest, lien, or claim in  
7 and against the Property and every portion thereof excepting any statutory right of redemption  
8 provided by the laws of the State of Oregon, as may be modified herein.

9  
10 5.

11 That Defendants are not entitled to a homestead exemption as against Plaintiff's Deed of  
12 Trust.

13  
14 6.

15 That all of the right, title and interest which Defendants herein had on February 9, 2004, the  
16 date of the Deed of Trust, including all of the right, title and interest said Defendants and any  
17 successor thereafter had in and to the Property, is hereby ordered to be sold by law, and the proceeds  
18 of the sale shall, after the deduction of all Sheriff's fees that have not been paid by the judgment  
19 creditor, and deduction of all other amounts required by law, be delivered to the Court for the Court  
20 to issue an order directing the proceeds to be paid toward the satisfaction of the General Judgment  
21 of Foreclosure and Money Award awarded herein; the surplus, if any, to the Clerk of the Court to be  
22 disbursed to such party or parties as may establish their right thereto; and that no deficiency  
23 judgment is or may be awarded to Plaintiff and against Ms. Goddard, even for attorney fees and  
24 costs.

25  
26 7.

That: (1) Plaintiff may credit bid and become the purchaser at the Sheriff's Sale of the  
Property; (2) that Plaintiff may bid up to the aggregate amount of its Judgment and Money Award

1 herein plus interest from the date the Judgment and Money Award are signed by the judge, to the  
2 date of the Sheriff's Sale, without advancing any cash except the funds necessary to pay the  
3 Sheriff's fees and costs of sale; (3) that the purchaser of the Property at the Sheriff's Sale is entitled  
4 to exclusive and immediate possession of the Property from and after the date of the Sale, and is  
5 entitled to such remedies as are available at law to secure possession; and (4) that the judgment  
6 entered herein have the same effect as a Writ of Assistance, if Ms. Goddard or any other party or  
7 person shall refuse to surrender possession of the Property to the purchaser immediately upon the  
8 purchaser's demand for possession.

9 **IT IS FURTHER ORDERED AND ADJUDGED:**

10 8.

11 The amount due Plaintiff pursuant to the note and Deed of Trust is \$190,595.15 (Principal  
12 balance of \$155,939.73, unpaid/accrued interest of \$20,659.41, and pre-litigation fees and costs of  
13 \$13,996.01, including, but not limited to, escrow and corporate advances, recording fees, late  
14 charges, attorney fees and costs, plus interest on the total of the above amount at a rate of 9% per  
15 annum from the date of judgment until paid.

16 **MONEY AWARD \***

- 17
- 18 1. Judgment Creditor: JPMorgan Chase Bank, N.A.  
c/o Martin Bischoff Templeton  
19 Langslet & Hoffman LLP  
888 S.W. Fifth Ave., Ste. 900  
20 Portland, OR 97204  
(503) 224-3113
- 21 2. Judgment Creditor's Attorney: Michael A. Yoshida  
22 Martin Bischoff Templeton  
Langslet & Hoffman LLP  
23 888 S.W. Fifth Ave., Ste. 900  
Portland, OR 97204  
24 (503) 224-3113

25 ///

26 ///

1       3. Judgment Debtor:                   Lisa R. Goddard aka Lisa R. Tenbrook  
2   5458 Charles Way  
3   Eugene, OR 97402  
4   Year of Birth: 1962  
5   Social Security No.: xxx-xx-4954  
6   Drivers' License No: unknown, State: unknown  
7   Name of Attorney: Troy D. Nixon

8       Person or public body entitled to any portion of money award herein: None

9	4. Judgment Principal Amount:	\$ 155,939.73
10	5. Pre-Judgment Interest:	\$ 20,659.41
11	6. Escrow Advances:	\$ 8,907.01
12	7. Late Charges:	\$ 156.45
13	8. Corporate Advances:	\$ 4,074.55
14	9. Incurred Attorney Fees:	\$ 1,045.00
15	10. Incurred Attorney Costs:	\$ 720.05
16	11. Recording Fees:	\$ 52.00
17	12. Other Fees:	\$ 0.00
18	13. NSF Fee:	\$ 0.00
19	14. Suspense	\$ ( 959.05)
20	<u>Total Judgment:</u>	<u>\$ 190,595.15 *</u>

21       Pre-Judgment Interest:

22                   Interest Rate: 5.625%  
23                   Balance upon which interest accrues: \$155,939.73  
24                   Interest accrued from 9/1/12  
25                   Interest Type: Simple  
26                   Per Diem thereafter until entry of judgment: \$24.03



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Monetary obligations payable on periodic basis:


None, balance was accelerated and amounts due are included in the Judgment Amount. There are no further payments per period.

Post-judgment Interest:

Interest Rate: 9%  
Balance upon which interest accrues: Entire judgment  
Interest accrues from date of judgment until paid in full  
Interest Type: Simple

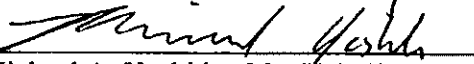
\*This section is provided to comply with ORS 18.042 and is not intended to establish personal liability if such personal liability has been extinguished by a Bankruptcy discharge or by an order granting relief from stay In Rem. Additionally, it is ordered and adjudged that Plaintiff shall not be entitled to further execute upon any amounts of the money judgment remaining unsatisfied by the proceeds of the foreclosure sale nor be entitled to a deficiency judgment against Ms. Goddard for such amounts.

DATED this 6<sup>th</sup> day of February, 2015.

  
\_\_\_\_\_  
Circuit Court Judge


IT IS SO STIPULATED:

DATED this 9<sup>th</sup> day of February, 2015.

By:   
Michael A. Yoshida, OSB#065631  
Martin Bischoff, Templeton, Langslet & Hoffman LLP  
888 SW 5th Ave., Ste. 900  
Portland, OR 97204  
503 224-3113  
Of Attorneys for Plaintiff

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DATED this 26<sup>th</sup> day of January, 2015.

By: 

Colin Mackenzie, OSB#123782  
RCO Legal PS  
511 SW 10<sup>th</sup> Avenue, Suite 400  
Portland, OR 97205

Of Attorneys for Stipulating Defendant Bank of America, N.A.

1

**CERTIFICATE OF COMPLIANCE**

2

Pursuant to UTCR 5.100, I hereby certify that on January 28, 2015, I served a draft of the foregoing proposed STIPULATED GENERAL JUDGMENT OF FORECLOSURE AND DISMISSAL OF COUNTERCLAIMS on Defendants by e-mailing a true copy of such document to:

3

4

Troy Nixon  
Law Office of Troy Nixon LLC  
620 SW Main Street, Suite 616  
Portland, OR 97205  
Telephone: 503.866.3925  
Email: [troydnixon@gmail.com](mailto:troydnixon@gmail.com)

Colin Mackenzie  
RCO Legal, P.C.  
511 SW 10<sup>th</sup> Ave., Suite 400  
Portland, OR 97205-3623  
Telephone: 503.977.8740  
Email: [cmackenzie@rcolegal.com](mailto:cmackenzie@rcolegal.com)

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6

7

Attorney for Defendant Lisa R. Goddard  
Aka Lisa R. Tenbrook

Attorneys for Defendant  
Bank of America, N.A.

8

9

As of the date below, Defendants have expressed no objections to the form or content of the foregoing STIPULATED GENERAL JUDGMENT OF FORECLOSURE AND DISMISSAL OF COUNTERCLAIMS.

10

**CERTIFICATE OF SERVICE**

11

I hereby certify that on February 5, 2015, I served a true copy of the foregoing STIPULATED GENERAL JUDGMENT OF FORECLOSURE AND DISMISSAL OF COUNTERCLAIMS on Defendants:

12

13

Troy Nixon  
Law Office of Troy Nixon LLC  
620 SW Main Street, Suite 616  
Portland, OR 97205  
Telephone: 503.866.3925  
Facsimile: 503.715.4980  
Email: [troydnixon@gmail.com](mailto:troydnixon@gmail.com)

Colin Mackenzie  
RCO Legal, P.C.  
511 SW 10<sup>th</sup> Ave., Suite 400  
Portland, OR 97205-3623  
Telephone: 503.977.8740  
Facsimile: 503.977.7963  
Email: [cmackenzie@rcolegal.com](mailto:cmackenzie@rcolegal.com)

14

15

16

17

Attorney for Defendant Lisa R. Goddard aka  
Lisa R. Tenbrook

Attorneys for Defendant  
Bank of America, N.A.

18

by causing a true copy thereof, addressed to each attorney's last known address, to be sent by the following indicated method(s):

19

by U.S. Mail, first-class postage prepaid, from Portland, Oregon.

20

by hand delivery.

21

by overnight courier.

22

by electronic mail.

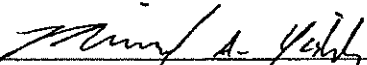
23

MARTIN, BISCHOFF, TEMPLETON,  
LANGSLET & HOFFMAN LLP

24

25

26

By:   
Michael A. Yoshida, OSB #065631  
Of Attorneys for Plaintiff

27

28



CERTIFIED TO BE A TRUE COPY OF THE  
ORIGINAL DOCUMENT CONSISTING OF  
PAGE WHICH IS FILED IN  
THIS OFFICE AND OF WHICH I AM THE  
LEOAL CLERK  
DATED 4-11-15  
By *[Signature]*  
I, *[Signature]* Clerk  
Lane County, Oregon  
Court Clerk

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

JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION

Plaintiff,

v.

LISA R. GODDARD AKA LISA R.  
TENBROOK; BANK OF AMERICA, N.A.;  
OCCUPANTS OF THE PROPERTY

Defendants.

Case No.: 161404805

ASSIGNMENT OF GENERAL JUDGMENT  
OF FORECLOSURE

1.

JPMorgan Chase Bank, National Association ("Assignor"), for valued received, hereby sells and as assigns to MTGLQ INVESTORS, L.P. ("Assignee") the General Judgment of Foreclosure entered into the court's register on 2/10/2015 which contains a Money Award against Defendant Lisa R. Goddard Aka Lisa R. Tenbrook in principal sum of \$190,595.15 with interest thereon, including costs, attorney fees and litigation costs as set forth in said judgment.

2.

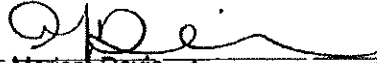
NOW THEREFORE, Assignor, JPMorgan Chase Bank, National Association, hereby assigns, conveys and transfers to Assignee, MTGLQ INVESTORS, L.P., all rights, title and interests the assignor has in and to the General Judgment of Foreclosure. Assignee now stands in

1 the position of the assignor, who is the Plaintiff and judgment creditor in this action, thereby fully  
2 replacing the Assignor in that role.

3 The Clerk of the Court shall note this assignment in the court's records

4  
5 Dated: March 29, 2017

JPMorgan Chase Bank, National  
Association

6  
7   
8 Mariam Davis, AUTHORIZED SIGNER

9 State of Ohio  
10 County of Franklin

11 This instrument was acknowledged before me on Mar. 29, 2017 by  
12 Mariam Davis as authorized signer for JPMorgan Chase Bank.

13 Heather R. Sears

14 Notary Public- Heather R Sears  
15 My commission expires: 6/5/2021

