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Court clerk has not verified the figures in this writ. If you have questions regarding this writ, please contact your legal counsel, the issuing attorney, or company. Debtor may contest this writ by filing a claim of exception.

2017 SEP 14 PM 4:44

**IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH**

VENTURES TRUST 2013-I-H-R, BY MCM CAPITAL PARTNERS, LLC, ITS TRUSTEE, a trust company,

Plaintiff,

vs.

JESSICA JANE MALO, aka Jessica Jane Gherga Isai aka Jessica Elle Isai, an individual; MCCORMICK PIER CONDOMINIUM ASSOCIATION; CITIMORTGAGE INC.,

Defendants.

**CASE NO.: 15CV32152
WRIT OF EXECUTION**

STATE OF OREGON)
) ss.
County of Multnomah)

TO THE SHERIFF OF MULTNOMAH COUNTY OREGON:

WHEREAS, February 6, 2017 by consideration of the Multnomah County Circuit Court, there was entered a General Judgment of Foreclosure as to Defendants. Said General Judgment of Foreclosure was duly enrolled and docketed in the Trial Court Administrator's Office in said County on February 6, 2017; a true copy of the General Judgment of Foreclosure is attached hereto and made a part hereof.

///

WRIT OF EXECUTION -1-

ZIEVE, BRODNAX & STEELE, LLP
Benjamin D. Petiprin, Esq.
One World Trade Center
121 Southwest Salmon St., 11th Floor
Portland, OR 97204
503-946-6558
bpetiprin@zbslaw.com

1 Judgment Creditor: VENTURES TRUST 2013-I-H-R BY MCM CAPITAL
2 PARTNERS LLC, IT'S TRUSTEE
3 Judgment Creditor Address: 393 W North Avenue, Ste. 680
4 Chicago, IL60642

5 NOW THEREFORE IN THE NAME OF THE STATE OF OREGON, you are
6 commanded to sell the real property as by said General Judgment of Foreclosure according to
7 law (subject to redemption) all of the interest that the Defendant Jessica Jane Malo had on the
8 18th day of September 2006, the date of the Mortgage, and also all of the interest that Defendants
9 had thereafter, in the real property described in the Judgment as:

10 PARCEL I:

11 Unit No. K2 and Parking Unit P-38, McCORMICK PIER CONDOMINIUM, in the City of
12 Portland, County of Multnomah, and State of Oregon, TOGETHER WITH an undivided interest
13 in the general and limited common elements, that appertain thereto, as set forth in the
14 Declaration recorded May 7, 2003, as Fee No. 2003-104652

15 EXCEPTING THEREFROM that portion of said property lying below a depth of 500 feet
16 measured vertically from the contour of the surface thereof, as more fully set forth in the Deed
17 from Southern Pacific Transportation Company, recorded March 27, 1978, in Book 1251, Page
18 718.

19 ALSO EXCEPTING THEREFROM all minerals and mineral rights as retained by the Union
20 Pacific Land Resources Corporation, in Deed recorded September 16, 1980, in Book 1469, Page
21 1677.

22 PARCEL II:

23 An undivided leasehold interest in and to the common elements as described in Lease recorded
24 June 28, 2002, Recorder's Fee No. 2002-116738 as set forth in Declaration for MCCORMICK
25 PIER CONDOMINIUM as recorded May 7, 2003, Recorder's Fee No. 2003-104652, in the City
26 of Portland, County of Multnomah and State of Oregon.

27 Tax Parcel Number: R538124

28 The street address of the real property to be levied upon is 930 NW Naito Parkway Unit
K-2, Portland, OR 97209.

The above referenced property shall be sold to satisfy the following sums: The base
judgment amount of \$235,200.00, plus prejudgment interest in the amount of \$191,500.96, plus

WRIT OF EXECUTION -2-

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Benjamin D. Petiprin, Esq.
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1 Plaintiff's costs and reasonable attorney fees in the amount of \$4,917.00, for a grand total of
2 \$431,617.96 together with interest on those amount since February 6, 2017 (the date of entry of
3 judgment) at the rate of 7.25% per annum (\$47.36 per diem); Thus,

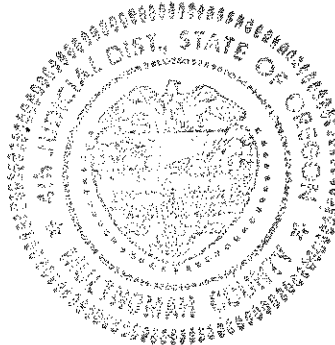
4 THE TOTAL AMOUNT OF EXECUTION REQUESTED HEREON, STATED AS OF
5 THE DATE OF SUBMISSION (February 6, 2017) IS AS FOLLOWS:

6	Base Judgment:	\$235,200.00
7	Prejudgment Interest:	\$191,500.96
8	Plaintiff's Costs and Attorney Fees	\$4,917.00
9	Total due as of February 6, 2017	\$431,617.96 plus \$47.36 per diem thereafter until

10 paid.

11 The proceeds of sale shall be applied, delivered, and distributed according to ORS
12 18.950.

13 The Sheriff is hereby authorized to continue execution under the writ and delay making a
14 return on the writ to a date not later than 150 days after the sheriff receives the writ as long as the
15 execution sale occurs no later than 150 days after the sheriff receives the writ pursuant to ORS
16 18.872.



5/31/2017

23 Submitted by:

24
25 Benjamin D. Petiprin, OSB No. 136031

26 WRIT OF EXECUTION -3-

27 **ZIEVE, BRODNAX & STEELE, LLP**
Benjamin D. Petiprin, Esq.
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**IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH**

VENTURES TRUST 2013-I-H-R, BY MCM
CAPITAL PARTNERS, LLC, ITS TRUSTEE,
a trust company,

Plaintiff,

vs.

JESSICA JANE MALO, aka Jessica Jane
Gherga Isai aka Jessica Elle Isai, an individual;
MCCORMICK PIER CONDOMINIUM
ASSOCIATION; SIERRA PACIFIC
MORTGAGE COMPANY, INC.;
CITIMORTGAGE INC.,

Defendants.

CASE NO.: 15CV32152

**GENERAL JUDGMENT OF
FORECLOSURE**

1 THIS MATTER came before the Court on Plaintiff's, Ventures Trust 2013-I-H-R by
2 MCM Capital Partners, LLLP FKA MCM Capital Partners, LLC, its Trustee ("Plaintiff") motion.

3 Defendants Jessica Jane Malo, aka Jessica Jane Gherga Isai aka Jessica Elle Isai
4 ("Borrower"); McCormick Pier Condominium Association ("HOA"), and Citimortgage Inc.
5 ("Citimortgage" together with Borrower, and HOA, collectively "Defendants") were duly served
6 with process and failed to appear; the default has been entered against Defendants, and it
7 appearing that Defendants are not incapacitated, protected persons, respondents as defined in
8 ORS 125.005, minors, or in the military service of the United States; now therefore,

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

10 A. The real property to which this judgment relates is located and situated in Multnomah
11 County, Oregon, and is commonly known as 930 NW Naito Parkway Unit K-2, Portland, OR
12 97209 (the "Subject Property"), Assessor's Parcel Number R538124, and legally described as
13 follows:

14 PARCEL I:

15 Unit No. K2 and Parking Unit P-38, McCORMICK PIER CONDOMINIUM, in the City of
16 Portland, County of Multnomah, and State of Oregon, TOGETHER WITH an undivided interest
in the general and limited common elements, that appertain thereto, as set forth in the
Declaration recorded May 7, 2003, as Fee No. 2003-104652

17 EXCEPTING THEREFROM that portion of said property lying below a depth of 500 feet
18 measured vertically from the contour of the surface thereof, as more fully set forth in the Deed
19 from Southern Pacific Transportation Company, recorded March 27, 1978, in Book 1251, Page
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20 ALSO EXCEPTING THEREFROM all minerals and mineral rights as retained by the Union
21 Pacific Land Resources Corporation, in Deed recorded September 16, 1980, in Book 1469, Page
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22 PARCEL II:

23 An undivided leasehold interest in and to the common elements as described in Lease recorded
24 June 28, 2002, Recorder's Fee No. 2002-116738 as set forth in Declaration for MCCORMICK
25 PIER CONDOMINIUM as recorded May 7, 2003, Recorder's Fee No. 2003-104652, in the City
of Portland, County of Multnomah and State of Oregon.

1 B. Plaintiff is the owner and holder of the beneficial interest in a deed of trust and
2 original note dated September 18, 2006 and made, delivered, and executed by Borrower to
3 nonparty Sierra Pacific ("Sierra") in the amount of \$235,200.00 (the "Note"). The Note is
4 endorsed to blank and Plaintiff is in possession of it, and is therefore entitled to enforce it.

5 C. A deed of trust was made, executed, and delivered by Borrower on or about
6 September 18, 2006 (the "Deed of Trust"). The Deed of Trust was recorded on September 21,
7 2006 as document number 2006-175939 in the official records of Multnomah County, Oregon.
8 The Deed of Trust is a valid and perfected lien against all of the Property for and securing the
9 Amount Due. The lien of the Plaintiff is superior to any interest, lien, or claim of the Defendants
10 and shall remain in effect until issuance of a Sheriff's Deed.

11 D. The amount of debt secured by the Deed of Trust that is now due and owing is
12 comprised of the following amounts totaling **\$431,617.96** (the "Amount Due"):

- | | | |
|----|-------------------------------------|--------------|
| 13 | a. Unpaid principal balance: | \$235,200.00 |
| 14 | b. Prejudgment interest accruing | |
| 15 | through 1/31/17 and continuing | |
| 16 | until the entry of judgment at the | |
| 17 | current Note rate of 7.25% plus | |
| 18 | \$47.3667 per diem: | \$191,500.96 |
| 19 | c. Attorney fees and costs: | \$4,617.00 |
| 20 | d. Prevailing party fee (ORS 20.190 | |
| 21 | (2)(a)): | \$300.00 |

22 Pursuant to ORS 82.010 (2), post-judgment interest shall accrue on the Amount Due from
23 the date of entry of this judgment through the sale of the Subject Property at the rate of 7.25%
per annum plus \$47.3667 per diem.

24 E. The interest of the Defendants and any successor in interest in the Subject Property is
25 foreclosed and terminated excepting only any statutory right of redemption as provided by
26 Oregon law.

1 F. The Defendant is not entitled to a homestead exception as against Plaintiff's
2 judgment.

3 G. On or about May 25, 2016, a motion to Dismiss was filed against Defendant Sierra
4 Pacific Mortgage Company, Inc. ("Sierra"). The Order to dismiss Defendant Sierra was
5 executed July 25, 2016 dismissing Sierra from the court action.

6 H. All right, title and interest in the Subject Property that borrower had as of the date of
7 the Deed of Trust or thereafter acquired is hereby ordered to be sold by the Multnomah County
8 Sheriff's Office in accordance with the process for sale upon execution, and the proceeds of sale
9 shall be applied:

- 10 a. First, to the costs of sale not incurred by Plaintiff;
11 b. Second, to the Amount Due, plus post-judgment interest accruing from the date of
12 entry of judgment through the date of the sale and any incurred costs of sale;
13 c. Third, the surplus, if any, to the Defendants in the priority as their interest may
14 appear, described *infra*, or to the clerk of the court to be distributed by the Court to
15 such party or parties as they may establish their right thereto.

16 I. Plaintiff may become purchaser at the sale of the Subject Property and, pursuant to
17 ORS 18.936 (2), may credit bid up to the Amount Due, plus post-judgment interest accruing
18 from the date of entry of judgment through the date of the sale and any incurred costs of sale.

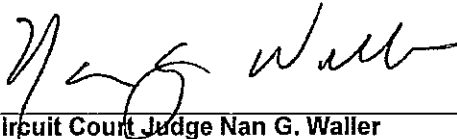
19 J. The purchaser at the sale is entitled to exclusive and immediate possession of the
20 Subject Property from and after the date of the sale and is entitled to such remedies as are
21 available at law or in equity to secure possession. The purchaser at the sale may apply to the
22 Court for a writ of assistance if any Defendant, other party, or other person shall refuse to
23 surrender possession to the purchaser immediately upon the purchaser's demand for possession.

24 K. In the event the proceeds of sale are insufficient to pay the Amount Due, Plaintiff
25 shall not be entitled to any further or other judgment, including a judgment for the deficiency.

1 L. If, before the sale, the Amount Due is brought into court and paid to the clerk, the
2 execution, if issued, shall be recalled and the effect of the judgment as to the Amount Due shall
3 be terminated.

4 Said Judgment is meant to be for the purposes of foreclosure only and from which a Writ
5 of Execution will issue. This judgment is not and is not intended to be a monetary judgment
6 against the Borrower.

Signed: 2/6/2017 02:00 PM



Circuit Court Judge Nan G. Waller
proxy signed by LD

19 Submitted By:

20 /s/Benjamin D. Petiprin

21 Benjamin D. Petiprin, OSB No.136031
22 Attorney for Plaintiff
23 Ventures Trust 2013-I-H-R by MCM
24 Capital Partners, LLLP FKA MCM
25 Capital Partners, LLC, its Trustee

26
27 GENERAL JUDGMENT OF FORECLOSURE -5-

28 ZIEVE, BRODNAX, & STEELE, LLP
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