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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 5:14

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

THE BANK OF NEW YORK MELLON FKA  
THE BANK OF NEW YORK, AS TRUSTEE  
FOR THE CERTIFICATEHOLDERS OF  
THE CWALT, INC., ALTERNATIVE LOAN  
TRUST 2005-72, MORTGAGE PASS-  
THROUGH CERTIFICATES, SERIES 2005-  
72,

Plaintiff,

vs.

CAROLE BIANCHI; JPMORGAN CHASE  
BANK, N.A., AMERICAN EXPRESS BANK  
FSB, RIVERWALK HOLDINGS LTD,  
MIDLAND FUNDING LLC, MIDLAND  
CREDIT MANAGEMENT, INC.,  
WILMINGTON SAVINGS FUND SOCIETY,  
FSB, BANK OF AMERICA, NA, AND JOHN  
DOE(S) AND JANE DOE(S), THE  
OCCUPANTS OF 10 NE FLORAL  
PLACE, PORTLAND, OREGON 97232,

Defendants.

**CASE NO.: 15CV24049**

**WRIT OF EXECUTION**

STATE OF OREGON     )  
                                  ) ss.  
County of Multnomah    )

TO THE SHERIFF OF MULTNOMAH COUNTY OREGON:

WHEREAS, on January 30, 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

WRIT OF EXECUTION -I-

**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 Office in said County on January 30, 2017; a true copy of the General Judgment of Foreclosure is  
2 attached hereto and made a part hereof.

3 Judgment Creditor: THE BANK OF NEW YORK MELLON FKA THE  
4 BANK OF NEW YORK, AS TRUSTEE  
c/o Zieve, Brodnax & Steele, LLP  
5 Judgment Creditor Address: 121 Southwest Salmon St., 11<sup>th</sup> Floor  
6 Portland, OR 97204

7 NOW THEREFORE IN THE NAME OF THE STATE OF OREGON, you are  
8 commanded to sell the real property as by said General Judgment of Foreclosure according to  
9 law (subject to redemption) all of the interest that the Defendant Carole Bianchi had on the 25<sup>th</sup>  
10 day of October 2005, the date of the Mortgage, and also all of the interest that Defendants had  
11 thereafter, in the real property described in the Judgment as:

12 LOT 30, BLOCK 84, LAURELHURST, IN THE CITY OF PORTLAND, COUNTY OF  
13 MULTNOMAH AND STATE OF OREGON.

14 Tax Parcel Number: R203781

15 The street address of the real property to be levied upon is 10 NE Floral Place, Portland,  
16 Oregon 97232.

17 The above referenced property shall be sold to satisfy the following sums: The base  
18 judgment amount of \$480,845.09, plus prejudgment interest in the amount of \$196,330.00, plus  
19 Plaintiff's costs and reasonable attorney fees in the amount of \$7,421.60, for a grand total of  
20 \$684,896.69 together with interest on those amount since January 30, 2017 (the date of entry of  
21 judgment) at the rate of 4.25% per annum (\$55.99 per diem); Thus,

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26 WRIT OF EXECUTION -2-

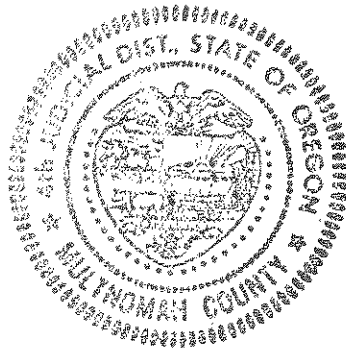
27 **ZIEVE, BRODNAX & STEELE, LLP**  
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One World Trade Center  
121 Southwest Salmon St., 11th Floor  
Portland, OR 97204  
503-946-6558  
bpetiprin@zbslaw.com  
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1 THE TOTAL AMOUNT OF EXECUTION REQUESTED HEREON, STATED AS OF  
2 THE DATE OF SUBMISSION (January 30, 2017) IS AS FOLLOWS:

3	Base Judgment:	\$480,845.09
4	Prejudgment Interest:	\$196,330.00
5	Plaintiff's Costs and Attorney Fees	\$7,421.60
6	Total due as of January 30, 2017	\$684,896.69 plus \$16.68 per diem thereafter until
7	paid.	

8 The proceeds of sale shall be applied, delivered, and distributed according to ORS  
9 18.950.

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



5/31/2017  
*[Handwritten signature]*

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20 Submitted by:

*[Handwritten signature: B.M.]*

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22 Benjamin D. Petiprin, OSB No. 136031

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FSB, BANK OF AMERICA, NA, AND JOHN  
DOE(S) AND JANE DOE(S), THE  
OCCUPANTS OF 10 NE FLORAL  
PLACE, PORTLAND, OREGON 97232,

Defendants.

CASE NO.: 15CV24049

GENERAL JUDGMENT OF  
FORECLOSURE

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1 THIS MATTER came before the Court on Plaintiff's, The Bank of New York Mellon  
2 FKA The Bank of New York, as trustee for the certificateholders of the CWALT, Inc.,  
3 Alternative Loan Trust 2005-72, Mortgage Pass-Through Certificates, Series 2005-72  
4 ("Plaintiff") motion.

5 Defendants Carole Bianchi ("Borrower"), JP Morgan Chase Bank, N.A. ("Chase"),  
6 American Express Bank FSB ("American Express"), Riverwalk Holdings Ltd. ("Riverwalk"),  
7 Midland Funding LLC. ("Midland"), Midland Credit Management, Inc. ("Midland Credit"  
8 together with Borrower, Chase, American Express, Riverwalk, Midland, and Midland Credit,  
9 collectively "Defendants") were duly served with process and failed to appear; the default has  
10 been entered against Defaulted Defendants, and it appearing that Defaulted Defendants are not  
11 incapacitated, protected persons, respondents as defined in ORS 125.005, minors, or in the  
12 military service of the United States; now therefore,

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

14 A. The real property to which this judgment relates is located and situated in Multnomah  
15 County, Oregon, and is commonly known as 10 NE Floral Place, Portland, Oregon 97232 (the  
16 "Subject Property"), Assessor's Account Number R203781, and legally described as follows:

17 Lot 30, Block 84, LAURELHURST, in the City of Portland, County of Multnomah and  
18 State of Oregon.

19 B. Plaintiff is the owner and holder of the beneficial interest in a deed of trust and  
20 original note dated October 25, 2005 and made, delivered, and executed by Borrower to nonparty  
21 Aegis Wholesale Corporation ("Aegis") in the amount of \$424,000.00 (the "Note"). The Note is  
22 endorsed to blank and Plaintiff is in possession of it, and is therefore entitled to enforce it.

23 C. A deed of trust was made, executed, and delivered by Borrower on or about October  
24 25, 2005 (the "Deed of Trust"). The Deed of Trust was recorded on October 31, 2005 as  
25 document number 2005-211116 in the official records of Multnomah County, Oregon. The Deed  
26 of Trust is a valid and perfected lien against all of the Property for and securing the Amount Due.

1 The lien of the Plaintiff is superior to any interest, lien, or claim of the Defendants and shall  
2 remain in effect until issuance of a Sheriff's Deed.

3 D. The amount of debt secured by the Deed of Trust that is now due and owing is  
4 comprised of the following amounts totaling **\$684,896.69** (the "Amount Due"):

- |    |                                     |              |
|----|-------------------------------------|--------------|
| 5  | a. Unpaid principal balance:        | \$480,845.09 |
| 6  | b. Prejudgment interest accruing    |              |
| 7  | through 1/31/17 and continuing      |              |
| 8  | until the entry of judgment at the  |              |
|    | current Note rate of 4.25% per      |              |
|    | annum plus \$55.99 per diem:        | \$196,330.00 |
| 9  | c. Attorney fees and costs:         | \$7,421.60   |
| 10 | d. Prevailing party fee (ORS 20.190 |              |
| 11 | (2)(a)):                            | \$300.00     |

12  
13 Pursuant to ORS 82.010 (2), post-judgment interest shall accrue on the Amount Due from  
14 the date of entry of this judgment through the sale of the Subject Property at the rate of 4.25%  
15 per annum plus \$55.99 per diem.

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

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

21 G. All right, title and interest in the Subject Property that borrowers had as of the date of  
22 the Deed of Trust or thereafter acquired is hereby ordered to be sold by the Multnomah County  
23 Sheriff's Office in accordance with the process for sale upon execution, and the proceeds of sale  
24 shall be applied:

- 25 a. First, to the costs of sale not incurred by Plaintiff;

1 b. Second, to the Amount Due, plus post-judgment interest accruing from the date of  
2 entry of judgment through the date of the sale and any incurred costs of sale;

3 c. Third, the surplus, if any, to the Defendants in the priority as their interest may  
4 appear, described *infra*, or to the clerk of the court to be distributed by the Court to  
5 such party or parties as they may establish their right thereto.

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

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

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

16 K. If, before the sale, the Amount Due is brought into court and paid to the clerk, the  
17 execution, if issued, shall be recalled and the effect of the judgment as to the Amount Due shall  
18 be terminated.

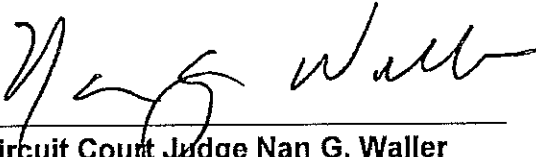
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1 Said Judgment is meant to be for the purposes of foreclosure only and from which a Writ  
2 of Execution will issue. This judgment is not and is not intended to be a monetary judgment  
3 against the Borrower.  
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Signed: 1/30/2017 08:59 AM

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11 **Circuit Court Judge Nan G. Waller**  
12 proxy signed by LD  
13  
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15

16 Submitted By:

17 /s/Benjamin D. Petiprin  
18 Benjamin D. Petiprin, OSB No.136031  
19 Attorney for Plaintiff  
20 The Bank of New York Mellon FKA The  
21 Bank of New York, as trustee for the  
22 certificateholders of the CWALT, Inc.,  
23 Alternative Loan Trust 2005-72,  
24 Mortgage Pass-Through Certificates,  
25 Series 2005-72  
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