

2017 SEP 18 PM 3:20

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.

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

ONEWEST BANK N.A. ,

CASE NUMBER: 14CV20185

Plaintiff,

vs.

WRIT OF EXECUTION IN FORECLOSURE

LEROY BRADFORD; UNKNOWN HEIRS OF LEROY BRADFORD; LEROY BRADFORD, JR.; VERNESTA L. ADAMS; CLARICCE PARKER AKA CLARICCE BRADFORD; CHARNEAL SCOTT AKA CHARNEAL SONYA SCOTT; CHARLIE BRADFORD AKA CHARLES BRADFORD; VERNELL C. GIBSON; VERNACHEAL M. KENNEDY AKA VERNACHEAL M. BROWN; NATEL BROWN; UNITED STATES OF AMERICA; STATE OF OREGON; AND OCCUPANTS OF THE PREMISES,

Defendants.

TO: THE SHERIFF OF MULTNOMAH COUNTY, OREGON:

1.

WHEREAS, on July 6, 2015, in the above-entitled Court, a General Judgment of Foreclosure ("Judgment") was entered and docketed in the above-entitled and numbered proceeding

2.

NOW, THEREFORE, IN THE NAME OF THE STATE OF OREGON, you are hereby commanded to sell, in the manner prescribed by law for the sale of real property upon (subject to

1 redemption, if applicable), all of the interest which the Defendants LEROY BRADFORD,
2 UNKNOWN HEIRS OF LEROY BRADFORD, LEROY BRADFORD, JR., VERNESTA L.
3 ADAMS, CLARICCE PARKER AKA CLARICCE BRADFORD, CHARNEAL SCOTT AKA
4 CHARNEAL SONYA SCOTT, CHARLIE BRADFORD AKA CHARLES BRADFORD,
5 VERNELL C. GIBSON, VERNACHEAL M. KENNEDY AKA VERNACHEAL M. BROWN,
6 NATEL BROWN, UNITED STATES OF AMERICA, and STATE OF OREGON ("Defendants")
7 had on November 23, 2005, the date of the foreclosed Deed of Trust which was recorded on January
8 17, 2006, as Instrument No. 2006-008317 in the official records of the Multnomah County
9 Recorder's Office, and/or all of the interest which Defendants had thereafter, in the real property
10 described in the Judgment to satisfy the Judgment as follows:

11 **Lender's Principal Judgment:**

12 Unpaid Principal Balance:	\$147,272.44
13 Pre-Judgment Interest from September 14 19, 2011 to April 27, 2015, the date set 15 forth in the Judgment at 1.61%, per 16 annum, (\$6.49 per diem):	\$46,192.65
Lender's Fees and Costs:	\$17,703.63
Attorney's Fees and Costs:	\$6,247.08

17 ***Total Judgment Entered: \$217,415.80***

18 **Additional Pre-Judgment Interest:**

19 Accrued Interest from April 28, 2015, 20 the day after the date set forth in the 21 Judgment through July 6, 2015, the date 22 of entry of the Judgment, at 1.61%, per annum (\$6.49 per diem):	\$447.81
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23 ***Total Judgment Entered Including***
24 ***Additional Pre-Judgment***
Interest: \$217,863.61

25 ///
26 ///
27 ///
28 ///

1 **Post-Judgment Interest**

2 Accrued Post-Judgment Interest from
3 July 7, 2015, the date after
4 entry of the Judgment, through August
5 1, 2017, the date the Writ
6 was requested at the legal rate of
7 interest at 9%, per annum (\$53.71 per
8 diem):

\$40,604.76

9 ***Total Amount Owing on the Judgment as of the Date
10 the Writ Was Requested:***

\$258,468.37

11 3.

12 Additionally, Plaintiff is entitled to the continued accrual of post-judgment interest at the
13 legal rate of interest of 9% per annum, \$53.71 per diem, from August 2, 2017, to the date the real
14 property subject to the Judgment is sold by the County Sheriff at its foreclosure auction, plus costs of
15 this Writ, Sherriff's fees and sale costs, and all other recovered costs pursuant to law.

16 4.

17 The real property subject to this writ of execution is commonly known as 3542 Northeast
18 105th Avenue, Portland, OR 97220 ("Property") and described in Exhibit "1" attached hereto.

19 5.

20 The Judgment Creditor's name and address is:

OneWest Bank N.A.

c/o Financial Freedom

888 East Walnut St

Pasadena, CA 91101-1895

21 The Judgment Creditor's name and address for the purpose of this Writ is:

OneWest Bank N.A.

c/o Malcolm & Cisneros, ALC (Attention: Nathan F. Smith)

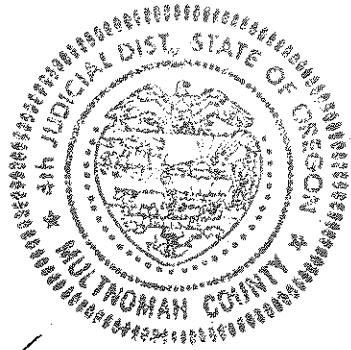
2112 Business Center Drive

Irvine, CA 92612

949-252-9400

1 THEREFORE, in the name of the State of Oregon, you are hereby commanded to seize and
2 sell the Property, in the manner prescribed by law; or so much thereof as may be necessary to satisfy
3 the Judgment, interest, fees, and costs.

4 MAKE RETURN HEREOF within 60 days after you receive this Writ.



8/3/2017

10 Submitted by:

11
12
13
14

Dated: August 1, 2017

15 Nathan F. Smith, OSB #120112
16 Attorney for Plaintiff
17 MALCOLM ♦ CISNEROS, A Law Corporation
18 2112 Business Center Drive, Second Floor
19 Irvine, California 92612
20 Phone: (949) 252-9400
21 Fax: (949) 252-1032
22 Email: nathan@mclaw.org

EXHIBIT 1

[REDACTED]

[REDACTED]

[REDACTED]

PART OF THE SOUTH ONE-HALF OF LOT D, BLOCK 54, THAT OF "PARKROSE," IN THE S.W. 1/4 OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, MULTNOMAH COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT D, BLOCK 54, PLAT OF "PARKROSE"; THENCE SOUTH ON THE EASTERLY RIGHT OF WAY LINE OF N.E. 105TH AVENUE, 75 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED, SAID POINT BEING ALSO THE NORTHWEST CORNER OF THE SOUTH ONE-HALF OF LOT D, BLOCK 54, "PARKROSE"; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT D, BLOCK 54, 100 FEET TO THE N.E. CORNER OF THE SOUTH ONE-HALF OF LOT D, BLOCK 54; THENCE SOUTH ON THE EAST LINE OF LOT D, 50 FEET TO A POINT; THENCE WEST 100 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF N.E. 105TH AVENUE; THENCE NORTH 50 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING DESCRIBED TRACT OF LAND:

BEGINNING AT THE NORTHWEST CORNER OF LOT D, BLOCK 54, PLAT OF "PARKROSE"; THENCE SOUTH ON THE EASTERLY RIGHT OF WAY LINE OF S.E. 105TH AVENUE, 75 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT D, BLOCK 54. 50 FEET TO A POINT; THENCE SOUTH 5 FEET TO A POINT; THENCE WEST 50 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF N.E. 105TH AVENUE; THENCE NORTH 5 FEET TO THE POINT OF BEGINNING.

[REDACTED]

[REDACTED]

[REDACTED]



CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL.

DATED: AUG 2 2017

M. W. Le

COURT CLERK

IN THE CIRCUIT COURT FOR THE STATE OF OREGON

IN AND FOR THE COUNTY OF MULTNOMAH

ONEWEST BANK N.A., FKA ONEWEST BANK FSB, its successors in interest and/or assigns,

Plaintiff,

v.

LEROY BRADFORD; UNKNOWN HEIRS OF LEROY BRADFORD; LEROY BRADFORD, JR.; VERNESTA L. ADAMS; CLARICCE PARKER AKA CLARICCE BRADFORD; CHARNEAL SCOTT AKA CHARNEAL SONYA SCOTT; CHARLIE BRADFORD AKA CHARLES BRADFORD; VERNELL C. GIBSON; VERNACHEAL M. KENNEDY AKA VERNACHEAL M. BROWN; NATEL BROWN; UNITED STATES OF AMERICA; STATE OF OREGON; AND OCCUPANTS OF THE PREMISES,

Defendants.

Case No. 14CV20185

GENERAL JUDGMENT OF FORECLOSURE AGAINST:

- (1) LEROY BRADFORD
- (2) UNKNOWN HEIRS OF LEROY BRADFORD
- (3) LEROY BRADFORD, JR.
- (4) VERNESTA L. ADAMS
- (5) CLARICCE PARKER AKA CLARICCE BRADFORD
- (6) CHARNEAL SCOTT AKA CHARNEAL SONYA SCOTT
- (7) CHARLIE BRADFORD AKA CHARLES BRADFORD
- (8) VERNELL C. GIBSON
- (9) VERNACHEAL M. KENNEDY AKA VERNACHEAL M. BROWN
- (10) NATEL BROWN
- (11) UNITED STATES OF AMERICA
- (12) STATE OF OREGON

AND MONEY AWARD AGAINST LEROY BRADFORD, FOR PURPOSES OF COMPLIANCE WITH ORS 18.042

1.

THIS MATTER coming on regularly before the Court on this day and it appearing from the record herein that plaintiff OneWest Bank N.A., fka OneWest Bank FSB ("Plaintiff") filed its complaint for deed of trust foreclosure; that the defendants Leroy Bradford; Unknown Heirs of Leroy Bradford; Leroy Bradford, Jr.; Vernesta L. Adams; Claricce Parker aka Claricce Bradford; Charneal

GENERAL JUDGMENT OF FORECLOSURE - I

7827.50612

RCO LEGAL, P.C.

511 SW 10th Ave., Ste. 400
Portland, OR 97205
Phone: 503.977.7840
Fax: 503.977.7963

1 Scott aka Charneal Sonya Scott; Charlie Bradford aka Charles Bradford; Vernell C. Gibson; Vernacheal
2 M. Kennedy aka Vernacheal M. Brown; Natel Brown; United States of America; and State of Oregon
3 were duly served with the summons and complaint as required by law; that defendants Leroy Bradford;
4 Unknown Heirs of Leroy Bradford; Leroy Bradford, Jr.; Vernesta L. Adams; Claricce Parker aka
5 Claricce Bradford; Charneal Scott aka Charneal Sonya Scott; Charlie Bradford aka Charles Bradford;
6 Vernell C. Gibson; Vernacheal M. Kennedy aka Vernacheal M. Brown; Natel Brown; and United States
7 of America; failed to appear; that defendant State of Oregon entered into a stipulation with Plaintiff; and
8 a proposed order of default against defendants Leroy Bradford; Unknown Heirs of Leroy Bradford;
9 Leroy Bradford, Jr.; Vernesta L. Adams; Claricce Parker aka Claricce Bradford; Charneal Scott aka
10 Charneal Sonya Scott; Charlie Bradford aka Charles Bradford; Vernell C. Gibson; Vernacheal M.
11 Kennedy aka Vernacheal M. Brown; Natel Brown; and United States of America is being filed
12 concurrently with the judgment.
13
14

15 2.

16 Plaintiff hereby requests this general judgment be entered into the Court's register to accomplish
17 the following: to foreclose any and all interest of defendants Leroy Bradford; Unknown Heirs of Leroy
18 Bradford; Leroy Bradford, Jr.; Vernesta L. Adams; Claricce Parker aka Claricce Bradford; Charneal
19 Scott aka Charneal Sonya Scott; Charlie Bradford aka Charles Bradford; Vernell C. Gibson; Vernacheal
20 M. Kennedy aka Vernacheal M. Brown; Natel Brown; and United States of America; in the real
21 property subject to this foreclosure action, located at 3542 Northeast 105th Avenue, Portland, Oregon
22 97220 ("Property"); and at the Court's direction, to enter the money award herein against the defendant
23 Leroy Bradford solely for the purpose of complying with the provisions of ORS 18.042, 18.862, and
24 18.865, due to the death of Leroy Bradford said money award is to be recovered solely against the
25
26

1 Property, without personal liability, right of deficiency, or claim against any other property of the
2 borrower.

3 ORDERED AND ADJUDGED:

4 3.

5 That the Deed of Trust dated November 23, 2005, executed by Leroy Bradford and Eliza
6 Bradford, for the benefit of Financial Freedom Senior Funding Corporation, a subsidiary of IndyMac
7 Bank, F.S.B., recorded on January 17, 2006 as Instrument No. 2006-008317 in the official records of
8 Multnomah County, Oregon, and subsequently assigned to Plaintiff by way of an assignment recorded
9 on September 23, 2014 as Instrument No. 2014-094205, is a valid lien for the amount of plaintiff's
10 money award set forth herein against the Property situated in Multnomah County, Oregon, and
11 described as follows:
12

13 PART OF THE SOUTH ONE-HALF OF LOT D, BLOCK 54, PLAT
14 OF "PARKROSE," IN THE S.W. ¼ OF SECTION 22, TOWNSHIP 1
15 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN,
MULTNOMAH COUNTY, OREGON, DESCRIBED AS FOLLOWS:

16 BEGINNING AT THE NORTHWEST CORNER OF LOT D, BLOCK
17 54, PLAT OF "PARKROSE"; THENCE SOUTH ON THE EASTERLY
18 RIGHT OF WAY LINE OF N.E. 105TH AVENUE, 75 FEET TO THE
19 TRUE POINT OF BEGINNING OF THE PARCEL TO BE
20 DESCRIBED, SAID POINT BEING ALSO THE NORTHWEST
21 CORNER OF THE SOUTH ONE-HALF OF LOT D, BLOCK 54,
22 "PARKROSE"; THENCE EAST PARALLEL WITH THE NORTH
LINE OF LOT D, BLOCK 54, 100 FEET TO THE N.E. CORNER OF
THE SOUTH ONE-HALF OF LOT D, BLOCK 54; THENCE SOUTH
ON THE EAST LINE OF LOT D, 50 FEET TO A POINT; THENCE
WEST 100 FEET TO A POINT ON THE EASTERLY RIGHT OF
WAY LINE OF N.E. 105TH AVENUE; THENCE NORTH 50 FEET
TO THE POINT OF BEGINNING.

23 EXCEPTING THEREFROM AN EASEMENT FOR INGRESS AND
24 EGRESS OVER AND ACROSS THE FOLLOWING DESCRIBED
TRACT OF LAND:

25 BEGINNING AT THE NORTHWEST CORNER OF LOT D, BLOCK
26 54, PLAT OF "PARKROSE"; THENCE SOUTH ON THE EASTERLY

1 RIGHT OF WAY LINE OF S.E. 105TH AVENUE, 75 FEET TO THE
2 TRUE POINT OF BEGINNING OF THE TRACT TO BE
3 DESCRIBED; THENCE EAST PARALLEL WITH THE NORTH
4 LINE OF LOT D, BLOCK 54, 50 FEET TO A POINT; THENCE
5 SOUTH 5 FEET TO A POINT; THENCE WEST 50 FEET TO A
6 POINT ON THE EASTERLY RIGHT OF WAY LINE OF N.E. 105TH
7 AVENUE; THENCE NORTH 5 FEET TO THE POINT OF
8 BEGINNING.

9 4.

10 That the lien of the Deed of Trust is superior to any interest, lien, or claim of defendants Leroy
11 Bradford; Unknown Heirs of Leroy Bradford; Leroy Bradford, Jr.; Vernesta L. Adams; Claricce Parker
12 aka Claricce Bradford; Charneal Scott aka Charneal Sonya Scott; Charlie Bradford aka Charles
13 Bradford; Vernell C. Gibson; Vernacheal M. Kennedy aka Vernacheal M. Brown; Natel Brown; and
14 United States of America; in the Property and that said Deed of Trust is hereby foreclosed by this Court
15 on the Property.

16 5.

17 That the grantor of the Deed of Trust, defendant Leroy Bradford, passed away on June 29, 2014.
18 This, this suit is to execute upon the Property as security for the debt owed under the terms of the Deed
19 of Trust. The money award herein shall be and is hereby entered against Leroy Bradford solely for the
20 purpose of complying with ORS 18.042, 18.862, and 18.865.

21 6.

22 That defendants Leroy Bradford; Unknown Heirs of Leroy Bradford; Leroy Bradford, Jr.;
23 Vernesta L. Adams; Claricce Parker aka Claricce Bradford; Charneal Scott aka Charneal Sonya Scott;
24 Charlie Bradford aka Charles Bradford; Vernell C. Gibson; Vernacheal M. Kennedy aka Vernacheal M.
25 Brown; Natel Brown each of them, and all parties claiming by, through, or under them as purchasers,
26 encumbrances, or otherwise, are forever barred and foreclosed of all interests, liens, or claims in the

1 Property and every portion thereof excepting only the statutory right of redemption provided by the
2 laws of the State of Oregon.

3 7.

4 That the lien of the defendant, the United States of America, and all parties claiming by,
5 through, or under it, is forever barred and foreclosed of all interest, lien, or claim to the Property and
6 every portion thereof excepting the statutory right of redemption. The lien of the defendant, the United
7 States of America, is a "reverse mortgage" issued by and through the Department of Housing and Urban
8 Development; under Section 255 of the National Housing Act (12 USC § 1715z-20). Pursuant to 12
9 USC § 1701k, the United States is not entitled to a redemption period which exceeds the statutory right
10 of redemption under the laws of the State of Oregon.
11

12 8.

13 That defendants Leroy Bradford; Unknown Heirs of Leroy Bradford; Leroy Bradford, Jr.;
14 Vernesta L. Adams; Claricce Parker aka Claricce Bradford; Charneal Scott aka Charneal Sonya Scott;
15 Charlie Bradford aka Charles Bradford; Vernell C. Gibson; Vernacheal M. Kennedy aka Vernacheal M.
16 Brown; Natel Brown; United States of America; and State of Oregon are not entitled to a homestead
17 exemption as against Plaintiff's Deed of Trust.
18

19 8.

20 That all of the right, title and interest which Leroy Bradford had on November 23, 2005, the date
21 of the Deed of Trust, and all of the right, title and interest defendants Leroy Bradford; Unknown Heirs
22 of Leroy Bradford; Leroy Bradford, Jr.; Vernesta L. Adams; Claricce Parker aka Claricce Bradford;
23 Charneal Scott aka Charneal Sonya Scott; Charlie Bradford aka Charles Bradford; Vernell C. Gibson;
24 Vernacheal M. Kennedy aka Vernacheal M. Brown; Natel Brown; United States of America and any
25
26

1 successor thereafter had in and to the real Property is hereby ordered to be sold by law and the proceeds
2 of sale shall be applied first toward the sheriff's fees and costs of sale, then toward the satisfaction of
3 Plaintiff's money award herein; and the surplus, if any, to the Clerk of the Court to be disbursed to such
4 party or parties as may establish their right thereto.

5
6 9.

7 That Plaintiff may become purchaser at the sheriff's sale of the Property and may bid up to the
8 aggregate amount of its Money Award plus interest from the date of this Judgment until sale without
9 advancing any cash except money required for the sheriff's sale.

10 10.

11 That the Plaintiff, if the successful purchaser of the Property at the sheriff's sale, reserves the
12 right to motion the court after sale for exclusive and immediate possession of the Property through the
13 issuance and enforcement of a writ of assistance, should defendants Leroy Bradford; Unknown Heirs of
14 Leroy Bradford; Leroy Bradford, Jr.; Vernesta L. Adams; Claricce Parker aka Claricce Bradford;
15 Charneal Scott aka Charneal Sonya Scott; Charlie Bradford aka Charles Bradford; Vernell C. Gibson;
16 Vernacheal M. Kennedy aka Vernacheal M. Brown; Natel Brown; and United States of America refuse
17 to surrender possession of the Property immediately upon the purchaser's demand for possession.
18

19 11.

20 IT IS FURTHER ORDERED That Plaintiff shall have judgment and money award against
21 defendant Leroy Bradford for the amounts due and owing under the terms of the Note and secured
22 with the Property by the Deed of Trust, and for its attorney fees and costs herein and consisting of:
23 \$147,272.44, unpaid principal balance; \$46,192.65, the accrued interest under the terms of the Note
24 to April 27, 2015, and to continue to accrue from that date, at the variable contract rate of interest
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1 until the date this judgment and money award is entered by the court; plus \$17,703.63, the amounts
2 advanced under the terms of the Note and Deed of Trust for escrow and corporate advances;
3 \$2,400.00, for attorney fees and \$3,847.08 for litigation costs, for total money award in the amount
4 of \$217,415.80 to accrue interest post-judgment at the variable contract rate or the legal rate of
5 9.00% per annum from the date the Judge signs this Judgment until satisfied. Said amounts are set
6 out in detail under the Money Award section below.
7

8 MONEY AWARD

- 9 1. **Judgment Creditor:** OneWest Bank N.A., fka OneWest Bank FSB
10 c/o RCO Legal, P.C.
11 511 SW 10th Ave., Ste. 400
12 Portland, OR 97205
13 503.977.7840
- 14 2. **Judgment Creditor's Attorney:** Scott Grigsby
15 RCO Legal, P.C.
16 511 SW 10th Ave., Ste. 400
17 Portland, OR 97205
18 503.977.7840
- 19 3. **Judgment Debtors:** Leroy Bradford *
20 3542 Northeast 105th Avenue
21 Portland, Oregon 97220
22 Year of Birth: Unknown
23 Social Security No: xxx-xx-0204
24 Drivers' License No: Unknown
25 Name of Attorney: Unknown

26 * Plaintiff has described the money award herein as against the defendant Leroy Bradford solely for purpose of complying with ORS 18.042, 18.862, and 18.865, and at the Court's direction. Said judgment and money award shall be recovered solely against the Property, and is without personal liability, right of deficiency, or claim against other property of the said defendant.

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

4. **Total Amount of Money Award:** \$ 217,415.80

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Attorneys' Fees and Costs

Attorneys' Fees		\$2,400.00
Courier and Mailing Costs	\$17.28	
Filing Fee - Complaint	\$531.00	
Recording Fee - Lis Pendens	\$55.00	
Process Service Fees	\$1,775.00	
Publication Costs	\$1,276.80	
Death Certificates	\$192.00	
	Total Costs	\$3,847.08
	Total Attorneys' Fees and Costs	\$6,247.08

Lenders' Principal and Interest

Principal Balance	\$147,272.44	
Accrued interest to April 27, 2015, the date calculated by the declaration in support of default at the variable contract rate of interest as defined by Section 5 of the Note.	\$46,192.65	
	Total Principal & Interest	\$193,465.09

Lenders' Fees and Costs

Initial MIP	\$4,270.00	
Monthly MIP	\$8,341.63	
Monthly Servicing Fees	\$3,990.00	
Servicing Advances	\$1,102.00	
	Total Lenders' fees and costs:	\$17,703.63
	Total Lenders' Principal, Interest, Fees, and Costs:	\$211,168.72

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1 Additional pre-judgment interest to accrue pursuant to
2 ORS 18.042 from April 27, 2015 to the date of entry
3 of Judgment at the variable contract rate of interest as
4 defined by Section 5 of the Note.

5 Post-Judgment interest thereafter at the variable
6 contract rate of interest as defined by Section 5 of the
7 Note, or 9% per annum, whichever is greater.

8 *Total Money Award (Judgment)*

\$217,415.80

Signed: 7/1/2015 10:22 AM

9 

CIRCUIT COURT JUDGE

jf

12 Presented by:

13 **RCO LEGAL, P.C.**

14 By Scott Grigsby Dated: 6-26-2015

15 Scott Grigsby, OSB # 133754

16 Attorney for Plaintiff

17 511 SW 10th Ave., Ste. 400

18 Portland, OR 97205

19 Telephone (503) 977-7840; Facsimile (503) 977-7963

20 sgrigsby@rcolegal.com