

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

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

DEUTSCHE BANK TRUST COMPANY
AMERICAS, AS TRUSTEE FOR
RESIDENTIAL ACCREDIT LOANS, INC.,
MORTGAGE ASSET-BACKED PASS-
THROUGH CERTIFICATES SERIES 2006-
QS14,

Plaintiff,

v.

NEIL LARKINS; JENIFER LARKINS; and
ALL OTHER PERSONS OR PARTIES
UNKNOWN CLAIMING ANY RIGHT,
TITLE, LIEN, OR INTEREST IN THE REAL
PROPERTY COMMONLY KNOWN AS
4801 LORRAYNE PLACE, KLAMATH
FALLS, OR 97603,

Defendants.

Case No. 15CV20325

WRIT OF EXECUTION

TO THE KLAMATH COUNTY SHERIFF:

On May 17, 2017, a General Judgment of Foreclosure was entered by the Klamath County Circuit Court, foreclosing Plaintiff's Deed of Trust and directing that the property subject to the Deed of Trust be sold to satisfy the unpaid debt due to Plaintiff.

The mailing address for the judgment creditor is: DEUTSCHE BANK TRUST COMPANY AMERICAS, AS TRUSTEE FOR RESIDENTIAL ACCREDIT LOANS, INC., MORTGAGE ASSET-BACKED PASS-THROUGH CERTIFICATES SERIES 2006-QS14 c/o Katie L. Riggs, at Aldridge Pite, LLP, 111 SW Columbia St., Ste. 950, Portland, OR 97201.

The real property to be sold at public auction is commonly known as 4801 Lorrayne Place, Klamath Falls, OR 97603 ("Subject Property"), and legally described as:

1 LOT 1 IN BLOCK 6 OF FIRST ADDITION TO KELENE GARDENS, ACCORDING
2 TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK
3 OF KLAMATH COUNTY, OREGON.

4 The total amount due and owing on the Judgment as of July 7, 2017;

5 Principal	\$135,451.64
6 Fee and cost	\$12,487.83
7 Interest	\$ 64,143.40 (7/1/2011-4/24/17)
8 Pre-Judgment interest (8%, \$29.69/day)	\$653.18 (4/25/17-5/17/17)
9 Post-Judgment interest (8%, \$29.69/day)	\$ 1,484.50 (5/18/17-7/7/17)

10
11 **TOTAL: \$214,220.55**

12 In the name of the State of Oregon, you are hereby directed to proceed to notice for sale
13 and sell the Subject Property. After the sale, you are directed to issue a certificate of sale to the
14 purchaser and file a return on the writ of execution, depositing the sale proceeds with the Court.
15 Further, you are directed to execute, after the time for redemption has elapsed, a deed to the
16 holder of the certificate of sale.

17 DATED July 17, 2017

18
19
20 Presented by:
21 ALDRIDGE PITE LLP
22 Katie Rigg 5861
23 Katie L. Rigg
(858) 750-7600
(858) 412-2775 (Facsimile)
kriggs@aldridgepite.com

24 111 SW Columbia Street Suite 950
25 Portland, OR 97201

26 Of Attorneys for Plaintiff



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18

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

DEUTSCHE BANK TRUST COMPANY
AMERICAS, AS TRUSTEE FOR
RESIDENTIAL ACCREDIT LOANS, INC.,
MORTGAGE ASSET-BACKED PASS-
THROUGH CERTIFICATES SERIES 2006-
QS14,

Plaintiff,

v.

NEIL LARKINS; JENIFER LARKINS; and
ALL OTHER PERSONS OR PARTIES
UNKNOWN CLAIMING ANY RIGHT, TITLE,
LIEN, OR INTEREST IN THE REAL
PROPERTY COMMONLY KNOWN AS
4801 LORRAYNE PLACE, KLAMATH
FALLS, OR 97603

Defendants.

Case No. 15CV20325

**GENERAL JUDGMENT OF
FORECLOSURE**

Based upon the Court's Order Granting Plaintiff's Motion for Summary Judgment
against defendants Neil Larkins and Jenifer Larkins, which came before the Court on April 10,
2017, 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 and against Defendants Neil Larkins and Jenifer Larkins and All Other Persons
or Parties Claiming Any Right, Title, Lien, or Interest in the Property Commonly Known as
4801 Lorrayne Place, Klamath Falls, Or 97603 ("Defendants") as follows:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

JUDICIAL FORECLOSURE AGAINST ALL DEFENDANTS

1.

That Plaintiff is awarded judgment on it Complaint for Declaratory Relief and Judicial Foreclosure of Deed of Trust and composed thereof as follows:

2.

That the note ("Note") described in Plaintiff's complaint was signed by Defendant Neil Larkins on or about May 1, 2006, and secured by the deed of trust ("Deed of Trust") described in Plaintiff's complaint. The Deed of Trust was dated, executed, and delivered by Defendant Neil Larkins on or about May 1, 2006, for the benefit of National City Bank of Indiana, as "Lender" and recorded in the official records of Klamath County on May 11, 2006, as Instrument No. M06-09525. Plaintiff is the current holder of the Note and is the proper party to enforce the Deed of Trust subject to this action on behalf of the Beneficiary of the Deed of Trust. The Deed of Trust is a valid and subsisting lien against the real property commonly known as 4801 Lorryne Place, Klamath Falls, Oregon 97603 (the "Property), legally described as follows:

LOT 1 IN BLOCK 6 OF FIRST ADDITION TO KELENE GARDENS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

for the amount of the indebtedness owed under the Note and Deed of Trust, and is superior to any and all right, title, interest, claim, or lien held on and against the Property by all Defendants herein, their successors in interest and assigns, and that said Deed of Trust is hereby foreclosed by this Court on and against the Property.

//
//
//

1

3.

2

3

4

5

6

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

7

4.

8

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

9

5.

10

11

12

13

14

15

16

17

18

19

That all of the right, title and interest which Defendants had on May 1, 2006, the date of the Deed of Trust, including all of the right, title and interest said Defendants and any successor thereafter acquired or had in and to the Property, is hereby ordered to be sold by law, and the proceeds of the sale shall, after the deduction of all Sheriff's fees that have not been paid by the judgment creditor, and deduction of all other amounts required by law, be delivered to the Court for the Court to issue an order directing the proceeds to be paid toward the satisfaction of the General Judgment of Foreclosure awarded herein; the surplus, if any, to the Clerk of the Court to be disbursed to such party or parties as may establish their right thereto; and that no deficiency judgment is or may be awarded to Plaintiff and against any Defendant, even for attorney fees and costs.

20

6.

21

22

23

24

25

26

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 General Judgment of Foreclosure due Plaintiff, pursuant to the Note and Deed of Trust, plus interest from the date this Judgment is signed by the judge, to the date of the Sheriff's Sale, without advancing any cash except the funds necessary to pay the Sheriff's fees and costs of sale; (3) that the purchaser of the Property at the Sheriff's Sale is entitled to exclusive and immediate possession of the Property

1 from and after the date of the Sale, and is entitled to such remedies as are available at law to
2 secure possession; and (4) that the Judgment entered herein have the same effect as a Writ of
3 Assistance, if Defendants or any other party or person shall refuse to surrender possession of the
4 Property to the purchaser immediately upon the purchaser's demand for possession.

5 **IT IS FURTHER ORDERED AND ADJUDGED (DECLARATION OF AMOUNT**
6 **DUE):**

7 7.

8 The amount due Plaintiff pursuant to the Note and Deed of Trust, as of April 24, 2017, is
9 \$212,092.87 (Unpaid principal balance of \$135,451.64, Interest due from July 1, 2011, of
10 \$64,143.40, and fees and costs totaling \$12,487.83, which consists of: Unpaid late charges of
11 \$104.56, Other unpaid fees of \$810.00, Recording/reconveyance costs of \$62.00, Escrow advance
12 balance of \$8,353.27, and Corporate advances of \$3,168.00), plus interest on the total of the above
13 amount at a rate of 8% per annum from the date of judgment until paid. (See Declaration of
14 Sarah T. Greggerson, Ex. A, attached).

15 DATED:


16

17

18

19

20

Signed: 5/16/2017 02:26 PM

Circuit Court Judge Dan Bunch

21

22

23 Submitted by:

24

25

26

27