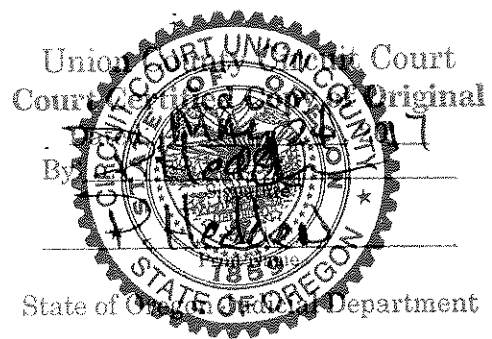


Verified Correct Copy of Original 12/16/2016.

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FILED AT 9:16 AM  
TRIAL COURT CLERK

MAY 25 2016

CIRCUIT COURT  
UNION COUNTY OREGON

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

**BANK OF AMERICA, N.A.,**

**Plaintiff,**

**vs.**

**ROCKY R. PARSONS, an individual;  
JENNIFER L. PARSONS, an individual; and  
all other persons, parties, or occupants  
unknown claiming any legal or equitable  
right, title, estate, lien, or interest in the real  
property described in the complaint herein,  
adverse to Plaintiff's title, or any cloud on  
Plaintiff's title to the Property.**

**Defendants.**

**CASE NUMBER: 150449797**

**GENERAL JUDGMENT OF  
FORECLOSURE AGAINST:**

- (1) ROCKY R. PARSONS; AND**
- (2) JENNIFER L. PARSONS**

1.

THIS MATTER, coming on regularly before the Court, and it appearing from the record herein that Plaintiff, BANK OF AMERICA, N.A. ("Plaintiff"), filed its Complaint for Foreclosure of Deed of Trust; that Defendants Rocky R. Parsons and Jennifer L. Parsons ("Defendants") were duly served with the Summons and Complaint as required by law; that Defendants failed to appear, that the ORDER FOR ENTRY OF DEFAULT AGAINST DEFENDANTS ROCKY R. PARSONS, JENNIFER L. PARSONS, AND ALL OTHER PERSONS, PARTIES, OR OCCUPANTS UNKNOWN has been entered against them on Plaintiff's Complaint, and that Plaintiff is entitled to entry of a General Judgment foreclosing Plaintiff's deed of trust against the property commonly

1 known as 102 Lake Avenue, La Grande, OR 97850 ("Property") and extinguishing any and all  
2 interest of the Defendants in the Property.

3 2.

4 The Court being fully advised; it is hereby  
5 ORDERED AND ADJUDGED that:

6 3.

7 Plaintiff is the holder of that certain promissory note ("Note"), dated November 3, 2009, in  
8 the amount of \$107,142.00, and executed by Rocky R. Parsons and Jennifer L. Parsons.

9 4.

10 The Note is secured by that certain deed of trust ("Deed of Trust") executed on or about  
11 November 4, 2009, by Rocky R. Parsons and Jennifer L. Parsons. The Deed of Trust was recorded  
12 on November 6, 2009 under the recording number 20094065 of the Official Records of Union  
13 County, Oregon, against the Property, which is legally described as:

14 **See Exhibit "1" attached hereto.**

15 ("Property") and constitutes a valid lien against the Property.

16 5.

17 Defendants Rocky R. Parsons and Jennifer L. Parsons failed to comply with the terms of the  
18 Note and Deed of Trust by failing to make the payments required by the terms of the Note and Deed  
19 of Trust. Pursuant to the terms of the Note and Deed of Trust, Plaintiff declared all sums due and  
20 owing under the Note and Deed of Trust immediately due and payable.

21 6.

22 The Deed of Trust is a valid first priority lien encumbering the Property, is superior to any  
23 interest, lien, or claim of the Defendants and any other party in the Property, which are hereby  
24 foreclosed and terminated, excepting only any statutory right of redemption to which the Defendants  
25 may be entitled under Oregon law.

26 7.

27 A judgment of foreclosure in the amount of \$118,828.11 shall be granted in favor of Plaintiff,  
28 and its successors and/or assigns, as further described below in the Declaration of Amount Owed –

1 available at law to secure possession of the Property, and may apply to the Clerk of the Court for a  
2 writ of assistance, if Defendants, any of them, or any other party or person shall refuse to surrender  
3 possession of the Property to the purchaser immediately on the purchaser's demand for possession.

4 15.

5 This Court shall retain jurisdiction to enforce all provisions of this General Judgment and to  
6 enter such additional order, judgment, or decree necessary for the purchaser at the foreclosure sale to  
7 obtain possession of the Property.

8 16.

9 Under the Note, there is now due and owing to Plaintiff, the following amounts, to be  
10 hereinafter described as the Amount Owed.

11 17.

12 This suit does not constitute an attempt to collect the debt against Defendants Rocky R.  
13 Parsons and Jennifer L. Parsons. Rather, it is a suit to execute upon the Property as security for the  
14 Amount Owed.

15 **DECLARATION OF AMOUNT OWED – NOT A MONEY AWARD**

16	<b>1. Judgment Creditor:</b>	BANK OF AMERICA, N.A.
17	Address:	c/o MALCOLM ♦ CISNEROS,
18		A Law Corporation
19		2112 Business Center Drive, 2 <sup>nd</sup> Floor
20		Irvine, California 92612
21	<b>Judgment Attorney:</b>	Nathan F. Smith
22	Address:	MALCOLM ♦ CISNEROS, A Law Corporation
23		2112 Business Center Drive, 2 <sup>nd</sup> Floor
24		Irvine, California 92612
25	Telephone Number:	(949) 252-9400

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**2. Judgment Debtor:**

Rocky R. Parsons  
102 Lake Avenue, La Grande, OR 97850  
Unknown  
XXX-XX-3837  
Unknown  
N/A

Address:

Year of Birth:

Final 4 digits of Social Security number:

Driver's license number and issuing state:

Judgment Debtor Attorney:

**Judgment Debtor:**

Jennifer L. Parsons

Address:

Redacted per court order

Year of Birth:

Unknown

Final 4 digits of Social Security number:

XXX-XX-2291

Driver's license number and issuing state:

Unknown

Judgment Debtor Attorney:

N/A

**3. Persons or Public Bodies Entitled to**

**a Portion the Judgment:**

N/A

**4. Judgment Amount:**

\$115,207.11

**5. Pre-Judgment Interest:**

Simple interest to accrue on \$100,166.96 from February 9, 2016 to the date the Judgment is entered into the Court's register at 5.250% per annum, \$14.3682 per diem.

**6. Post-Judgment Interest:**

Simple interest to accrue on \$118,828.11 plus Pre-Judgment Interest from the day after the General Judgment is entered to the date upon which the Writ of Execution in Foreclosure is levied at the legal rate of interest or 9% per annum, whichever is greater.

**7. Periodic accrual:**

N/A

///

///

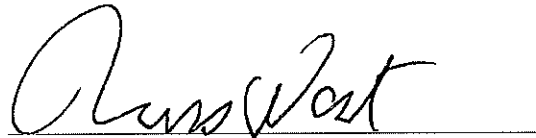
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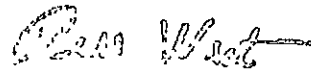
**8. Attorney's Fees and Costs:**

An award of \$3,621.00 in attorney's fees and costs is made.

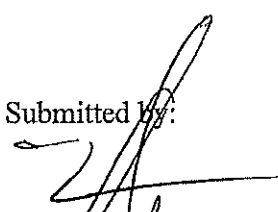
Attorney's Fees	\$2,380.00
Filing Cost	\$541.00
Recording Cost - Lis Pendens	\$65.00
Process Service Cost	\$435.00
Mediation Cost	\$200.00

MAY 24 2016





Submitted by:



Dated: 5/10/16

- Nathan F. Smith, OSB #120112
- Richard J. Bayless, OSB #101826  
Attorneys for Plaintiff  
MALCOLM ♦ CISNEROS, ALC  
2112 Business Center Drive  
Irvine, California 92612  
Phone: (949) 252-9400  
Fax: (949) 252-1032  
Email: [nathan@mclaw.org](mailto:nathan@mclaw.org)  
[Rbayless@mclaw.org](mailto:Rbayless@mclaw.org)

# EXHIBIT 1

All of Lot 8 and the West 24 fee of Lot 7 in Block 59 of RIVERSIDE ADDITION to La Grande, Union County, Oregon, according to the recorded plat of said addition.

ALSO, the north half of the alley adjoining the south side of above premises, accruing by reason of vacation of said alley by Ordinance No. 2580, Series 1979, of the City of La Grande, Oregon, recorded as Document No. 87330, Union County, Oregon.

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CERTIFICATE OF READINESS

This proposed Order or Judgment is ready for judicial signature because:

- Service is not required under UTCR 5.100 because the other party has been found in default or an order of default is being requested with this proposed Order or Judgment; because this Order or Judgment is submitted ex parte as allowed by statute or rule; or this Order or Judgment is being submitted in open court with all parties present.
- Each party affected by this Order or Judgment has stipulated to or approved the Order or Judgment, as shown by the signatures on the Order or Judgment.
- I have served a copy of this Order or Judgment and written notice of the objection period set out in UTCR 5.100 on all parties entitled to service and:
  - No objections have been served on me within that time frame;
  - I received objections that I could not resolve with the other party despite reasonable efforts to do so. I have filed with the Court a copy of the objections I received and indicated which objections remain unresolved.
  - After conferring about objections, the other party agreed to file any remaining objection with the Court.

STATE OF OREGON  
County of Union } SS

I certify that this instrument was received and recorded in the book of records of said county.

ROBIN A. CHURCH  
Union County Clerk

by: *Robert Church* Deputy.  
 DOC#: 20171901  
 RCPT: 182632 95.00  
 6/19/2017 10:45 AM  
 REFUND: .00