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

U.S. BANK TRUST, N.A., AS TRUSTEE FOR  
LSF9 MASTER PARTICIPATION TRUST

Case No.: 16CV08039

Plaintiff,

WRIT OF EXECUTION IN  
FORECLOSURE

vs.

THE UNKNOWN HEIRS AND DEVISEES OF  
CRAIG C. HELGESON; JANET TOKICH;  
KEVIN HELGESON; JP MORGAN CHASE  
BANK; LVNV FUNDING, LLC; OCCUPANTS  
OF THE PROPERTY

Defendants.

**TO THE LANE COUNTY SHERIFF**

A Judgment of Foreclosure was entered and docketed in this case on 3/20/2017. A true copy of the Judgment is attached hereto. The Judgment was entered in favor of the Judgment

Creditor:

U.S. BANK TRUST, N.A., AS TRUSTEE FOR LSF9 MASTER PARTICIPATION  
TRUST  
c/o Brady Godbout  
Attorney for Plaintiff

McCarthy & Holthus, LLP,  
920 SW 3rd Ave, 1st Floor  
Portland, OR 97204

With a money award in the amount of **\$78,783.07**, plus post judgment interest at the statutory rate of 9.0% per annum from 3/20/2017 to 4/14/2017 in the amount of **\$485.65**, and continuing with a per diem of **\$19.43**, currently totaling **\$79,268.72**.

**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 on

1 execution (subject to redemption of 180 days), all of the interest that the Defendant had on or  
2 about 5/28/2003, the date of the Deed of Trust, and also the interest that the Defendant had  
3 thereafter, in the real property legally described in the attached *Exhibit 1* having APN/Parcel #  
4 1143856 and commonly known as: 1702 Minda Drive, Eugene, OR 97401.

5 Sale of the property is to satisfy the sum listed above, plus the costs incurred in  
6 performing this Writ. Pursuant to ORS 18.872, you are authorized to continue execution under  
7 the writ and delay making a return on the writ to no later than 150 days from receipt of the writ.  
8

9  
10 APR 24 2017

By: Angie Jones  
court clerk

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13 For: ISI Elizabeth Rambo  
14 Trial Court Administrator  
15



**EXHIBIT " 1 "**

Lot 7, NORKENZIE-MINDA P.U.D., as platted and recorded in Book 69, Page 54,  
Lane County Oregon Plat Records, in Lane County, Oregon.

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

U.S. BANK TRUST, N.A., AS TRUSTEE  
FOR LSF9 MASTER PARTICIPATION  
TRUST,

Plaintiff,

vs.

THE UNKNOWN HEIRS AND DEVISEES  
OF CRAIG C. HELGESON; JANET  
TOKICH; KEVIN HELGESON; JP  
MORGAN CHASE BANK; LVNV  
FUNDING, LLC; OCCUPANTS OF THE  
PROPERTY,

Defendants.

Case No.: 16CV08039

GENERAL JUDGMENT OF  
FORECLOSURE

1.

THIS MATTER came before the Court on Plaintiff's motion. All Defendants ("Defaulted Defendants") were duly served with process and failed to appear; the default has been entered against Defaulted Defendants, and it appearing that Defaulted Defendants are not incapacitated, protected persons, respondents as defined in ORS 125.005, minors, or in the military service of the United States;

2.

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

- a. The real property to which this judgment relates is located and situated in Lane County, Oregon, and is commonly known as 1702 Minda Drive, Eugene, OR 97401 (the "Subject

1 Property”), legally described as shown in the attached *Exhibit 1*, and having APN/Parcel No.  
2 1143856.

3 b. Plaintiff is entitled to enforce the note dated 5/23/2003 and made, delivered, and executed by  
4 Craig C. Helgeson to Washington Mutual Bank in the amount of \$54,400.00 (the “Note”).  
5 The Note was transferred to Plaintiff by delivery of possession and by indorsement set forth  
6 on the Note.

7 c. A deed of trust was made, executed, and delivered by Defendant Craig C. Helgeson on or  
8 about 5/28/2003 (the “Deed of Trust”). The Deed of Trust was recorded on 5/28/2003 as  
9 Instrument No. 2003-048399 in the official records of Lane County, Oregon. The Deed of  
10 Trust is a valid and perfected lien against all of the Property for and securing the Amount  
11 Due. The lien of the Plaintiff is superior to any interest, lien, or claim of the Defendants and  
12 shall remain in effect until issuance of a Sheriff’s Deed.

13 d. The Borrower failed to make the payment that was due for 5/1/2013 and has not cured the  
14 default. The amount of debt secured by the Deed of Trust that is now due and owing is  
15 comprised of the following amounts (the “Amount Due”):

16	a) Unpaid principal balance:	\$44,949.73
17	b) Prejudgment interest accruing from	\$9,530.30
18	4/1/2013 through 3/13/2017 and	
19	continuing until the entry of judgment	
	at the current Note rate of 5.375%:	
20	c) Additional amounts due under the	\$20,509.01
21	terms of the loan:	
22	d) Attorney fees and costs:	\$3,709.03
23		
24	e) Prevailing party fee (ORS 20.190	\$85.00
25	(2)(a)):	
26	<b>Total:</b>	<b>\$78,783.07</b>

1 Pursuant to ORS 82.010 (2), post-judgment interest shall accrue on the Amount Due from the  
2 date of entry of this judgment through the sale of the Subject Property at the rate of 9.00%  
3 per annum.

4 e. The interest of the Defendants and any successor in interest in the Subject Property is  
5 foreclosed and terminated excepting only any statutory right of redemption as provided by  
6 Oregon law.

7 f. The Defendant is not entitled to a homestead exception as against Plaintiff's judgment.

8 g. All right, title and interest in the Subject Property that Defendants Craig C. Helgeson had as  
9 of the date of the Deed of Trust or thereafter acquired is hereby ordered to be sold by the  
10 Lane County Sheriff's Office in accordance with the process for sale upon execution, and the  
11 proceeds of sale shall be applied:

12 1) First, to the costs of sale not incurred by Plaintiff;

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

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

18 h. Plaintiff may become purchaser at the sale of the Subject Property and, pursuant to ORS  
19 18.936 (2), may credit bid up to the Amount Due, plus post-judgment interest accruing from  
20 the date of entry of judgment through the date of the sale and any incurred costs of sale.

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

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

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

4 l. Pursuant to ORS 88.050, the apparent priority of liens subsequent and inferior to the Deed of  
5 Trust are as follows:

6 1) Defendant JANET TOKICH, sister of the Borrower, has or may have an interest in  
7 the property by virtue of intestate succession; and

8 2) Defendant KEVIN HELGESON, brother of the Borrower, has or may have an interest  
9 in the property by virtue of intestate succession.

10 3) Defendant JP MORGAN CHASE BANK may claim a junior interest in Subject  
11 Property by virtue of a deed of trust recorded September 14, 2006, as Instrument No.  
12 2006-067213, in the official records of Lane County, Oregon, naming Washington  
13 Mutual Bank, F.A, as beneficiary and securing a promissory note in the amount of  
14 \$25,000.00 (the "Junior Deed of Trust"). An Affidavit of the Federal Deposit  
15 Insurance Corporation transferring all assets of Washington Mutual Bank to JP  
16 MORGAN CHASE, NATIONAL ASSOCIATION was filed on October 3, 2008.

17 i. The Junior Deed of Trust is subject to the terms and conditions of a Loan  
18 Modification, recorded on February 14, 2008, in the official records of Lane  
19 County, Oregon, as Instrument No. 2008-008145.

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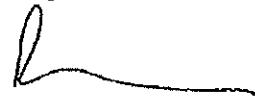
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1 4) Defendant LVNV FUNDING, LLC may claim an interest in Subject Property by  
2 virtue of a judgment entered July 5, 2012, in the Circuit Court of Lane County,  
3 Oregon, as Case No. 161207356, in the amount of \$15,377.45.  
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Signed 3/16/2017 01:25 PM



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R. Curtis Conover, Circuit Court Judge

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14 I hereby certify that the requirements of UTCR 5.100 have been satisfied.

15 The relief sought is against an opposing party who has been found in default.

16 Dated: March 13, 2017

17 Presented by:

18 **McCarthy & Holthus, LLP**

19 s/ Brady Godbout

20  Casey C. Pence, OSB No. 975271

21  Brady Godbout, OSB No. 132708

22 920 SW 3rd Ave, 1st Floor

23 Portland, OR 97204

24 Phone: (971) 201-3200

25 Fax: (971) 201-3202

26 bgodbout@mccarthyholthus.com

27 Of Attorneys for Plaintiff  
28

**EXHIBIT "1"**

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