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IN THE CIRCUIT COURT FOR THE STATE OF OREGON
IN AND FOR THE COUNTY OF MALHEUR

U.S. BANK, NATIONAL ASSOCIATION AS
LEGAL TITLE TRUSTEE FOR TRUMAN
2016 SC6 TITLE TRUST, its successors in
interest and/or assigns,

Plaintiff,

v.

BRYAN W. SUNDQUIST; KIM A.
SUNDQUIST; PARTIES IN POSSESSION,

Defendants.

Case No.16CV32899

WRIT OF EXECUTION IN
FORECLOSURE

TO: THE SHERIFF OF MALHEUR COUNTY, OREGON

1.

WHEREAS, on July 5, 2017, in the above-entitled court, a General Judgment of
Foreclosure (the "Judgment") was entered and docketed in the above-entitled cause.

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 execution
(subject to redemption), all of the interest which the defendants had on March 2, 2007, the date
of the foreclosed Deed of Trust, and also all of the interest which the defendants had thereafter,

1 in the real property described in the Judgment to satisfy the amount due to Plaintiff, set out as
2 follows:

3 **Lenders' Principal Judgment**

4 Unpaid Principal Balance	\$98,201.20
5 Pre-Judgment Interest from September 1, 2015 to 6 May 19, 2017, the date calculated by the declarant in 7 the declaration of indebtedness @ 8.500% per annum	\$14,323.44
Lenders' Fees and Costs	\$8,930.48
Attorneys' Fees and Costs	\$1,670.00
8 <i>Total Amount Due to Plaintiff as of Judgment Submission Date</i>	\$123,125.12

9 **Additional Pre-Judgment Interest**

10 Accrued Interest from May 20, 2017 through July 5, 11 2017, the date of entry of the general judgment @ 12 8.500% per annum (\$1,074.89 per diem).	\$1,074.89
13 <i>Total Amount Due to Plaintiff as of Judgment Entry Date</i>	\$124,200.01

14 **Post Judgment Interest**

15 Accrued Post Judgment Interest from July 6, 2017, 16 the date after the entry of the general judgment, 17 through August 17, 2017, the date the Writ was 18 requested @ legal rate of interest of 9.000% per 19 annum (\$30.62 per diem).	\$1,286.04
20 <i>Total Amount Due to Plaintiff as of Date of Writ</i>	\$125,486.05

21 3.

22 In addition to this amount, Plaintiff is entitled to the continued accrual of post-judgment
23 interest at the legal rate of interest of 9.000% per annum, \$30.62 per diem from August 18, 2017,
24 to the date the real property subject to the Judgment is sold by the MALHEUR County Sheriff at
25 its foreclosure auction, plus costs of this writ, sheriff's fees and sale costs, and all other
26 recoverable costs pursuant to law.

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4.

The real property subject to this writ of execution is situated in MALHEUR County, State of Oregon, to wit:

LAND IN TEUTSCH'S ADDITION, CITY OF NYSSA, MALHEUR COUNTY, OREGON, ACCORDING TO THE REVISED GENERAL MAP THEREOF, AS FOLLOWS:

IN BLOCK 29: THE WEST 1/2 OF LOT 8 AND ALL OF LOT(S) 9 AND 10.

and more commonly known as 316 N 4TH ST, NYSSA, Oregon 97913 ("Property").

5.

The Judgment Creditor's name and address is:

U.S. Bank, National Association as Legal Title Trustee for Truman
2016 SC6 Title Trust
c/o Rushmore Loan Management Services, LLC
15480 Laguna Canyon Road, Suite 100
Irvine, CA 92618

6.

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

U.S. Bank, National Association as Legal Title Trustee for Truman
2016 SC6 Title Trust
c/o RCO Legal, P.C.
511 SW 10th Ave., Ste. 400
Portland, OR 97205
(503) 977-7840

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

MAKE RETURN HEREOF within 60 days after you receive this writ.

Submitted By:

Calvin Knickerbocker

Date: 8/16/17

Calvin Knickerbocker, OSB #050110
Attorneys for Plaintiff
511 SW 10th Ave., Ste. 400
Portland, OR 97205
(503) 977-7840; Fax (503) 977-7963
cknickerbocker@rcolegal.com

J. Montoya



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IN THE CIRCUIT COURT FOR THE STATE OF OREGON
IN AND FOR THE COUNTY OF MALHEUR

U.S. BANK, NATIONAL ASSOCIATION AS
LEGAL TITLE TRUSTEE FOR TRUMAN
2016 SC6 TITLE TRUST, its successors in
interest and/or assigns,

Plaintiff,

v.

BRYAN W. SUNDQUIST; KIM A.
SUNDQUIST; PARTIES IN POSSESSION,

Defendants.

Case No. 16CV32899

GENERAL JUDGMENT OF
FORECLOSURE AND SALE
AGAINST:

- (1) BRYAN W. SUNDQUIST; and
- (2) KIM A. SUNDQUIST

1.

THIS MATTER coming regularly before the Court on this day and it appearing from the record herein that plaintiff U.S. Bank, National Association as Legal Title Trustee for Truman 2016 SC6 Title Trust, its successors in interest and/or assigns ("Plaintiff"), filed its Complaint for deed of trust foreclosure; that defendants Bryan W. Sundquist and Kim A. Sundquist were duly served with the Summons and Complaint as required by law; that defendants Bryan W. Sundquist and Kim A. Sundquist failed to appear; and that an Order of Default has been entered against them on Plaintiff's Complaint and, consequently this General Judgment of foreclosure is submitted in accordance with UTCR 5.100 (3)(c).

2.

Plaintiff hereby requests this general judgment for foreclosure and sale be entered into the Court's register to accomplish the following: to foreclose any and all interest of defendants Bryan W. Sundquist and Kim A. Sundquist in the real property subject to this foreclosure action, located at 316 N 4TH ST, NYSSA, Oregon 97913 (the "Property").

3.

The court being fully advised in the Premise, finding good cause exists so this general judgment of foreclosure and sale may be entered in favor of Plaintiff and against defendants Bryan W. Sundquist and Kim A. Sundquist, all of them, it is hereby

ORDERED AND ADJUDGED:

4.

That the Deed of Trust dated March 2, 2007, executed by Bryan W. Sunquist and Kim A. Sundquist for the benefit of Chase Bank USA, N.A. ("Deed of Trust"), recorded on March 7, 2007 as Instrument No. 2007-1696 in the official records of Malheur County, Oregon, and subsequently assigned to Plaintiff by way of an assignment recorded on May 16, 2017 as Instrument No. 2017-1951, is a valid lien for the amount due and owing as set forth in Paragraph 12 herein, against the Property situated in Malheur County, Oregon, and described as follows

LAND IN TEUTSCH'S ADDITION, CITY OF NYSSA, MALHEUR COUNTY, OREGON, ACCORDING TO THE REVISED GENERAL MAP THEREOF, AS FOLLOWS:

IN BLOCK 29: THE WEST 1/2 OF LOT 8 AND ALL OF LOT(S) 9 AND 10.

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5.

That the lien of the Deed of Trust is superior to any interest, lien, or claim of defendants Bryan W. Sundquist and Kim A. Sundquist in the Property, and that said Deed of Trust is hereby foreclosed by this Court on the Property.

6.

That defendants Bryan W. Sundquist and Kim A. Sundquist, each of them, and all parties claiming by, through, or under them as purchasers, encumbrances, or otherwise, are forever barred and foreclosed of all interests, liens, or claims in the Property, and every portion thereof, excepting only the statutory right of redemption provided by the laws of the State of Oregon.

7.

That defendants Bryan W. Sundquist and Kim A. Sundquist, all of them, are not entitled to a homestead exemption as against Plaintiff's Deed of Trust.

8.

That all of the right, title and interest which Bryan W. Sundquist and Kim A. Sundquist had on March 2, 2007, the date of the Deed of Trust, and all of the right, title and interest defendants Bryan W. Sundquist and Kim A. Sundquist and any successor thereafter had in and to the real Property is hereby ordered to be sold by law, and the proceeds of sale shall be applied first toward the sheriff's fees and costs of sale, then toward the satisfaction of the amount due and owing set forth in Paragraph 12 herein; and the surplus, if any, to the Clerk of the Court to be disbursed to such party or parties as may establish their right thereto.

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9.

That Plaintiff may become purchaser at the sheriff's sale of the Property and may bid up to the aggregate amount due and owing set forth in Paragraph 12 herein, plus interest from the date of this Judgment until sale without advancing any cash except money required for the sheriff's sale.

10.

That the Plaintiff, if the successful purchaser of the Property at the sheriff's sale, reserves the right to motion the court after sale for exclusive and immediate possession of the Property through the issuance and enforcement of a writ of assistance, should defendants Bryan W. Sundquist and Kim A. Sundquist refuse to surrender possession of the Property immediately upon the purchaser's demand for possession.

11.

That Plaintiff is entitled to, and is hereby awarded its attorney fees and costs incurred in this action, and that Plaintiff's attorney fees in the amount of \$1,670.00 shall be, and is hereby declared additional amounts secured by and hereinafter shall be made part of the amount of the debt secured by Plaintiff's Deed of Trust.

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1 **DECLARATION OF DEBT SECURED BY DEED OF TRUST**

2 **(Pursuant to Senate Bill 368)**

3 12.

4 Under the terms of the Deed of Trust and the promissory note dated March 2, 2007, in the
5 principal amount of \$107,500.00, there is now due and owing the following amounts, to be hereinafter
6 described as the Amount Due:

7 **Attorneys' Fees and Costs**

8 Attorneys' Fees	\$1,670.00
9 Total Attorneys' Fees	\$1,670.00

10 **Lenders' Principal and Interest**

11 Principal Balance	\$ 98,201.20
12 Accrued Interest from September 1, 2015, to May 19, 13 2017, the date calculated by the declarant in the 14 declaration in support of judgment @ .085 per annum	\$14,323.44
15 Total Principal & Interest	\$112,524.64

15 **Lenders' Fees and Costs**

16 Late Charges	\$1,373.70
17 Prior Foreclosure Fees & Costs	\$4,155.50
18 Appraisal / BPO	\$78.00
19 Property Inspections / Preservations	\$1,467.50
Escrow Advance: Insurance and Taxes	\$1,855.78
20 Total Lenders' Fees and Costs:	\$8,930.48

21 Total Lenders' Principal, Interest, Fees, and Costs:	\$121,455.12
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22 Additional pre-judgment interest pursuant to ORS
23 18.042 from May 19, 2017 to the date entry of
24 judgment at the variable contract rate as defined by
Section 2 and 4 of the Note

25 //

26 //

1 Post-Judgment interest thereafter on the Total
2 Amount Due at the variable contract rate as defined
3 by Section 2 and 4 of the note, or 9.000% per annum,
4 whichever is greater.

Total Amount Due

\$123,125.12


Signed: 7/3/2017 09:03 AM



Gregory L. Baxter, Circuit Court Judge

11 Presented by:

12 **RCO LEGAL, P.C.**

13
14 By  DATED 6/28/17

15 Calvin Knickerbocker, OSB # 050110

16 Attorneys for Plaintiff

17 511 SW 10th Ave., Ste. 400

18 Portland, OR 97205

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

20 cknickerbocker@rcolegal.com

CERTIFICATE OF UTCR 5.100 COMPLIANCE

This Proposed order or judgment is ready for judicial signature because:

- A. The order or judgment was served on the opposing counsel not less than 3 days prior to submission to the court, or mailed to a self-represented party at the party's last known address not less than 7 days prior to submission to the court with a notice of the time period to object.
- B. The order or judgment is accompanied by a stipulation by opposing counsel that no objection exists as to the judgment or order.
- C. The judgment or order is exempt from UTCR 5.100(1) because:
 - a. The judgment or order is a proposed order or judgment presented in open court with the parties present.
 - b. The judgment or order is of a kind that may be presented *ex parte* and has been submitted either in person or by mail *ex parte*.
 - c. The judgment is a proposed judgment after an order for default has already been entered or is being simultaneously requested against the opposing party.
 - d. The proposed judgment is subject to UTCR 10.0099
 - e. The proposed judgment or order is an uncontested probate and protective proceeding.
 - f. This matter is certified to the court under ORS 416.422, 416.430, 416.435, or 416.448.
- D. In compliance with UTCR 5.100(2)(b), the drafting party certifies the following as to why the proposed judgment or order is ready for a judicial signature:
 - 1. Each opposing party affected by this order or judgment has stipulated to the order or judgment, as shown by each opposing party's signature on the document being submitted.
 - 2. Each opposing party affected by this order or judgment has approved the order or judgment, as shown by signature on the document being submitted or by written confirmation of approval sent to me.
 - 3. I have served a copy of this order or judgment on all parties entitled to service and:
 - a. No objection has been served on me.
 - b. I received objections that I could not resolve with the opposing party despite reasonable efforts to do so. I have filed a copy of the objections I received and indicated which objections remain unresolved.
 - c. After conferring about objections, [role and name of opposing party] agreed to independently file any remaining objection.
 - 4. The relief sought is against an opposing party who has been found to be in default.

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- 5. [] An order of default is being requested with this proposed judgment.
- 6. [] Service is not required pursuant to subsection (3) of this rule, or by statute, rule, or otherwise noted.
- 7. [] This is a proposed judgment that includes an award of punitive damages and notice has been served on the Director of the Crime Victims' Assistance Section as required by subsection (4) of this rule.

Dated this 26 day of June, 2017

By, Cal Knickerbocker
Calvin Knickerbocker OSB#050110
Attorney for Plaintiff