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

CIT BANK, N.A.,

Plaintiff,

vs.

ESTATE OF BRENT W. MOON, an Estate;  
SHARI HOOVER, an heir; DEBRA MOON,  
an heir; LORI MOON, an heir; UNKNOWN  
HEIRS OF BRENT W. MOON, unknown  
heirs; 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: 16CV32416**

**WRIT OF EXECUTION IN FORECLOSURE**

TO: THE SHERIFF OF LANE COUNTY, OREGON:

1.

WHEREAS, on May 22, 2017, 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 ESTATE OF BRENT W.  
2 MOON, SHARI HOOVER, DEBRA MOON, LORI MOON, AND UNKNOWN HEIRS OF  
3 BRENT W. MOON ("Defendants") had on April 11, 2006, the date of the foreclosed Deed of Trust  
4 which was recorded on April 21, 2006, as Instrument No. 2006-027452 in the official records of the  
5 Lane County Recorder's Office, and/or all of the interest which Defendants had thereafter, in the real  
6 property described in the Judgment to satisfy the Judgment as follows:

7  
8 **Lender's Principal Judgment:**

Unpaid Principal Balance:	\$72,113.10
Pre-Judgment Interest from May 13, 2016 to May 12, 2017, the date set forth in the Judgment at 2.320%, per annum, (\$4.65 per diem):	\$18,904.82
Lender's Fees and Costs:	\$12,002.08
Attorney's Fees and Costs:	\$2,320.00

13 ***Total Judgment Entered:*** ***\$105,340.00***

14 **Additional Pre-Judgment Interest:**

Accrued Interest from May 13, 2017, the day after the date set forth in the Judgment through May 22, 2017, the date of entry of the Judgment, at 2.320%, per annum (\$6.57 per diem):	\$59.13
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19 ***Total Judgment Entered Including***  
20 ***Additional Pre-Judgment***  
21 ***Interest:***

***\$105,399.13***

3.

22 Additionally, Plaintiff is entitled to the accrual of post-judgment interest on ***\$105,399.13*** at  
23 the legal rate of interest of 9% per annum, \$25.98 per diem, from May 23, 2017 to the date the real  
24 property subject to the Judgment is sold by the County Sheriff at its foreclosure auction, plus costs of  
25 this Writ, Sherriff's fees and sale costs, and all other recovered costs pursuant to law.

26 4.

27 The real property subject to this writ of execution is commonly known as 650 Harlow Road,  
28 Apt. #149, Springfield, OR 97477 ("Property") and described in Exhibit "1" attached hereto.

5.

The Judgment Creditor's name and address is:

CIT Bank, N.A.

c/o Financial Freedom

888 East Walnut Street

Pasadena, California 91101-1895

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

CIT Bank, N.A.

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

2112 Business Center Drive

Irvine, CA 92612

949-252-9400

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

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

JUL 18 2017

By: Angu Jones  
court clerk



Submitted by:

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

Dated:

6/21/17

# EXHIBIT 1

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## LEGAL DESCRIPTION

Unit 1 of THE POINTE, as platted and recorded in File 73, Slides 294 and 295, Lane County Oregon Plat Records, in Lane County, Oregon, together with the general and limited common elements pertaining thereto, as provided in Declaration Submitting Phase I of The Pointe to Oregon Unit Ownership Law, recorded October 2, 1979, Document No. 79-59295, Official Records.

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

CIT BANK, N.A.,

Plaintiff,

vs.

ESTATE OF BRENT W. MOON, an Estate;  
SHARI HOOVER, an heir; DEBRA MOON,  
an heir; LORI MOON, an heir; UNKNOWN  
HEIRS OF BRENT W. MOON, unknown  
heirs; and all other persons or parties  
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: 16CV32416**

**GENERAL JUDGMENT OF  
FORECLOSURE AGAINST:**

- (1) ESTATE OF BRENT W. MOON**
- (2) SHARI HOOVER**
- (3) DEBRA MOON**
- (4) LORI MOON**
- (5) UNKNOWN HEIRS OF BRENT W. MOON**

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1.

THIS MATTER, coming on regularly before the Court, and it appearing from the record herein that Plaintiff, CIT Bank, N.A. ("Plaintiff"), filed its Complaint for Foreclosure of Deed of Trust; that Defendants Estate of Brent W. Moon, Shari Hoover, Debra Moon, Lori Moon and Unknown Heirs of Brent W. Moon ("Defendants") were duly served with the Summons and Complaint as required by law; that Defendants failed to appear, that an order of default 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 known as 650 Harlow Road, Apt. #149, Springfield, OR 97477 ("Property") and extinguishing any and all interest of the Defendants in the Property.

2.

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

3.

Plaintiff is the holder of that certain adjustable rate note (home equity conversion) ("Note"), dated April 11, 2006, in the amount of \$184,500.00, and executed by Brent W. Moon.

4.

The Note is secured by that certain deed of trust ("Deed of Trust") dated April 11, 2006 and executed by Brent W. Moon. The Deed of Trust was recorded on April 21, 2006 under the recording number 2006-027452 of the Official Records of Lane County, Oregon, against the Property, which is legally described in Exhibit "1" attached hereto. ("Property") and constitutes a valid lien against the Property.

5.

The terms of the Note and Deed of Trust are in breach, therefore, Plaintiff has now declared all sums due and owing under the Note and Deed of Trust as immediately due and payable.

6.

The Deed of Trust is a valid first priority lien encumbering the Property, is superior to any interest, lien, or claim of the Defendants and any other party in the Property, which are hereby

1 foreclosed and terminated, excepting only any statutory right of redemption to which the Defendants  
2 may be entitled under Oregon law.

3 7.

4 A judgment of foreclosure in the amount of \$105,340.00 shall be granted in favor of Plaintiff,  
5 and its successors and/or assigns, as further described below in the Declaration of Amount Owed –  
6 Not a Money Award (“Amount Owed”).

7 8.

8 The Property is hereby ordered to be sold by law and the proceeds of sale applied toward the  
9 satisfaction of Plaintiff's Amount Owed herein; and the surplus, if any to the Clerk of the Court to be  
10 disbursed to such party or parties as may establish their right thereto.

11 9.

12 Plaintiff is entitled to recover its reasonable attorney's fees and all reasonable and necessary  
13 costs and expenses incurred to enforcing the Note and Deed of Trust.

14 10.

15 Any increased interest or any such additional amounts as Plaintiff may advance for taxes,  
16 assessments, municipal charges, and such other items as may constitute liens on the Property,  
17 together with insurance and repairs necessary to prevent the impairment of the Property, together  
18 with interest thereon from the date of payment may also be added to the Amount Owed and paid  
19 from the proceeds from the sale of the Property.

20 11.

21 Defendants and all parties claiming an interest in the Property as purchasers, encumbrancers,  
22 or otherwise, are forever barred and foreclosed of all interests, liens, or claims in the Property and  
23 every portion thereof, excepting only any statutory right of redemption provided by the laws of the  
24 State of Oregon.

25 12.

26 Brent W. Moon is not entitled to a homestead exemption in the Property.

27 13.

28 Plaintiff may become purchaser at the Sheriff's Sale of the Property and may bid up to the



1 aggregate amount of its Amount Owed, plus any additional interest and reasonable costs until sale.

2 14.

3 The purchaser of the Property at the Sheriff's Sale is entitled to exclusive and immediate  
4 possession of the Property from and after the date of the sale, and is entitled to such remedies as are  
5 available at law to secure possession of the Property, and may apply to the Clerk of the Court for a  
6 writ of assistance, if Defendants, any of them, or any other party or person shall refuse to surrender  
7 possession of the Property to the purchaser immediately on the purchaser's demand for possession.

8 15.

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

12 16.

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

15 17.

16 This suit does not constitute an attempt to collect the debt against Defendants Estate of Brent  
17 W. Moon, Shari Hoover, Debra Moon, Lori Moon and Unknown Heirs of Brent W. Moon. Rather, it  
18 is a suit to execute upon the Property as security for the Amount Owed.

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

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

21 18.

22 Under the terms of the Deed of Trust and the Note dated April 11, 2006, in the original  
23 principal amount of \$184,500.00, there is now due and owing the following amounts, to be  
24 hereinafter described as the Amount Due:

25 ///

26 ///

27 ///

28 ///

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

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**1. Judgment Creditor:** CIT Bank, N.A.  
**Address:** c/o MALCOLM ♦ CISNEROS,  
A Law Corporation  
2112 Business Center Drive, 2<sup>nd</sup> Floor  
Irvine, California 92612

**Judgment Attorney:** Nathan F. Smith  
**Address:** MALCOLM ♦ CISNEROS, A Law Corporation  
2112 Business Center Drive, 2<sup>nd</sup> Floor  
Irvine, California 92612  
**Telephone Number:** (949) 252-9400

**2. Persons or Public Bodies Entitled to  
a Portion the Judgment:** N/A

**3. Judgment Amount:** \$103,020.00

**4. Pre-Judgment Interest:** Simple interest to accrue on \$72,113.10 from  
May 13, 2017 to the date the Judgment is  
entered into the Court's register at 2.320%% per  
annum, \$6.57 per diem.

# EXHIBIT 1

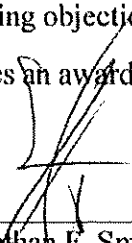
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**CERTIFICATE OF READINESS**

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

- Service is not required pursuant to subsection (3) of UTCR 5.100, or by statute, rule or otherwise.
- The relief sought is against an opposing party who has been found in default.
- An order of default is being requested with this proposed judgment.
- 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.
- 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.
- I have served a copy of this order or judgment on all parties entitled to service and:
  - No objection has been served on me.
  - 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.
  - After conferring about objections, [role and name of opposing party] agreed to independently file any remaining objection.
- This is a proposed judgment that includes an award of punitive damages.

DATED: 5/16, 2017

By:   
 Nathan F. Smith, OSB #120112  
 Attorney for Plaintiff  
 MALCOLM ♦ CISNEROS, A Law Corporation  
 2112 Business Center Drive, Second Floor  
 Irvine, California 92612  
 (949) 252-9400 (TELEPHONE)  
 (949) 252-1032 (FAX)