

1
2
3
4
5
6 **IN THE CIRCUIT COURT OF THE STATE OF OREGON**
7 **FOR THE COUNTY OF LANE**

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

9 **Plaintiff,**

10 **vs.**

11 **STANLEY E. GRAY AKA STANLEY**
12 **EDWARD GRAY, an individual; RAY**
13 **KLEIN INC. DBA PROFESSIONAL**
14 **CREDIT SERVICE, a Corporation; and all**
15 **other persons, parties, or occupants unknown**
16 **claiming any legal or equitable right, title,**
17 **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.

18 **Defendants.**

CASE NUMBER: 15CV14936

WRIT OF EXECUTION IN FORECLOSURE

19
20
21
22 **TO: THE SHERIFF OF LANE COUNTY, OREGON:**

23 **1.**

24 **WHEREAS, on August 12, 2016, in the above-entitled Court, a General Judgment of**
25 **Foreclosure ("Judgment") was entered and docketed in the above-entitled and numbered proceeding**

26 **2.**

27 **NOW, THEREFORE, IN THE NAME OF THE STATE OF OREGON, you are hereby**
28 **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 STANLEY E. GRAY AKA
2 STANLEY EDWARD GRAY AND RAY KLEIN INC. DBA PROFESSIONAL CREDIT
3 SERVICE, ("Defendants") had on July 12, 2006, the date of the foreclosed Deed of Trust which
4 was recorded on July 13, 2006, as Instrument No. 2006-048993 in the official records of the Lane
5 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:	\$153,209.29
Pre-Judgment Interest from April 1, 2010 to February 8, 2016, the date set forth in the Judgment at 7.000%, per annum, (\$29.79 per diem):	\$63,659.24
Lender's Fees and Costs:	\$30,761.11
Attorney's Fees and Costs:	\$2,077.50

13 ***Total Judgment Entered:*** **\$249,707.14**

14 **Additional Pre-Judgment Interest:**

Accrued Interest from February 9, 2016, the day after the date set forth in the Judgment through August 12, 2016, the date of entry of the Judgment, at 7.000%, per annum (\$29.302 per diem):	\$5,420.93
--	------------

19 ***Total Judgment Entered Including***
20 ***Additional Pre-Judgment***
21 ***Interest:*** **\$255,128.07**

3.

22 Additionally, Plaintiff is entitled to the accrual of post-judgment interest on **\$255,128.07** at
23 the legal rate of interest of 9% per annum, \$62.90 per diem, from August 13, 2016 to the date the
24 real property subject to the Judgment is sold by the County Sheriff at its foreclosure auction, plus
25 costs of this Writ, Sherriff's fees and sale costs, and all other recovered costs pursuant to law.

4.

27 The real property subject to this writ of execution is commonly known as 22732 HIGHWAY
28 36, CHESHIRE, OR 97419 ("Property") and described in Exhibit "1" attached hereto.

1 5.

2 The Judgment Creditor's name and address is:

3 BANK OF AMERICA, N.A.

4 100 N. Tryon St.

5 Charlotte, North Carolina 28255-4000

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

7 BANK OF AMERICA, N.A.

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

9 2112 Business Center Drive

10 Irvine, CA 92612

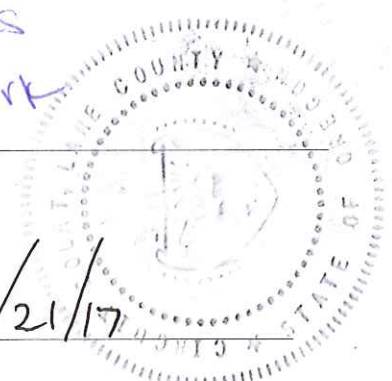
11 949-252-9400

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

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

17 JUL 18 2017

18 By: *Angie Jones*
19 COURT clerk



21 Submitted by:

22 *[Signature]*
23 Nathan F. Smith, OSB #120112
24 Attorney for Plaintiff
25 MALCOLM ♦ CISNEROS, A Law Corporation
26 2112 Business Center Drive, Second Floor
27 Irvine, California 92612
28 Phone: (949) 252-9400
Fax: (949) 252-1032
Email: nathan@mclaw.org

Dated: 6/21/17

EXHIBIT 1

LEGAL DESCRIPTION

Parcel I:

Commencing at a point in the West boundary line of the Siuslaw Highway which is 425 feet in a Northwesterly direction from the intersection of said West line with the South line of the North half of the Southwest quarter of Section 17, Township 16 South, Range 6 West of the Willamette Meridian; thence in a Southwesterly direction at right angles with said West boundary line of said highway 90 feet; thence in a Northwesterly direction parallel with the said West boundary of said highway 125 feet; thence in a Northeasterly direction to a point in said West boundary line of said highway which is 125 feet Northwest of the place of beginning; and thence in a Southeasterly direction along said West boundary line of said highway 125 feet to the place of beginning, all in Lane County, Oregon.

Parcel II:

Commencing at a point in the West boundary line of the Siuslaw Highway, which is 430 feet in a Northwesterly direction from the intersection of said West line with the South line of the North half of the Southwest quarter of Section 17, Township 16 South, Range 6 West of the Willamette Meridian; thence in a Southwesterly direction at right angles with said West boundary line of said highway 680 feet; thence East along the South line of said North half to a point on the Southwesterly line of Highway 36; thence in a Northwesterly direction, parallel with the said highway to the point of beginning, in Lane County, Oregon.

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

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

BANK OF AMERICA, N.A.,

Plaintiff,

vs.

**STANLEY E. GRAY AKA STANLEY
EDWARD GRAY, an individual; RAY
KLEIN INC. DBA PROFESSIONAL
CREDIT SERVICE, a Corporation; 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: 15CV14936

**GENERAL JUDGMENT OF
FORECLOSURE AGAINST:**

- 1. STANLEY E. GRAY AKA STANLEY
EDWARD GRAY**
- 2. RAY KLEIN INC. DBA
PROFESSIONAL CREDIT SERVICE**

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 Stanley E. Gray aka Stanley Edward Gray and Ray Klein Inc. dba

1 Professional Credit Service ("Defendants") were duly served with the Summons and Complaint as
2 required by law; that Defendants failed to appear, that the ORDER FOR ENTRY OF DEFAULT
3 AGAINST DEFENDANTS STANLEY E. GRAY AKA STANLEY EDWARD GRAY AND RAY
4 KLEIN INC. DBA PROFESSIONAL CREDIT SERVICE has been entered against them on
5 Plaintiff's Complaint, and that Plaintiff is entitled to entry of a General Judgment foreclosing
6 Plaintiff's deed of trust against the property commonly known as 22732 HIGHWAY 36,
7 CHESHIRE, OR 97419 ("Property") and extinguishing any and all interest of the Defendants in the
8 Property.

9 2.

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

12 3.

13 Plaintiff is the holder of that certain promissory note ("Note"), dated July 11, 2006 in the
14 amount of \$160,000.00, and executed by Stanley E. Gray aka Stanley Edward Gray.

15 4.

16 The Note is secured by that certain deed of trust ("Deed of Trust") executed on or about July
17 12, 2006, by Stanley E. Gray aka Stanley Edward Gray. The Deed of Trust was recorded on July 13,
18 2006 under the recording number 2006-048993 of the Official Records of Lane County, Oregon,
19 against the Property, which is legally described as Exhibit "1," attached hereto. ("Property") and
20 constitutes a valid lien against the Property.

21 5.

22 Defendant Stanley E. Gray aka Stanley Edward Gray failed to comply with the terms of the
23 Note and Deed of Trust by failing to make the payments required by the terms of the Note and Deed
24 of Trust. Pursuant to the terms of the Note and Deed of Trust, Plaintiff declared all sums due and
25 owing under the Note and Deed of Trust immediately due and payable.

26 ///

27 ///

28 ///

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
27
28

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

7.

A judgment of foreclosure in the amount of \$249,707.14 shall be granted in favor of Plaintiff, and its successors and/or assigns, as further described below in the Declaration of Amount Owed – Not a Money Award (“Amount Owed”).

8.

The Property is hereby ordered to be sold by law and the proceeds of sale applied toward the satisfaction of Plaintiff's Amount Owed 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.

9.

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

10.

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

11.

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

///

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
27
28

12.

Defendant Stanley E. Gray aka Stanley Edward Gray is not entitled to a homestead exemption in the Property.

13.

Plaintiff may become purchaser at the Sheriff's Sale of the Property and may bid up to the aggregate amount of its Amount Owed, plus any additional interest and reasonable costs until sale.

14.

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

15.

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

16.

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

17.

This suit does not constitute an attempt to collect the debt against Defendant Stanley E. Gray aka Stanley Edward Gray and Ray Klein Inc. dba Professional Credit Service. Rather, it is a suit to execute upon the Property as security for the Amount Owed.

///
///
///
///
///

DECLARATION OF AMOUNT OWED – NOT A MONEY AWARD

- 1
2 **1. Creditor:** BANK OF AMERICA, N.A.
3 Address: c/o MALCOLM ♦ CISNEROS,
4 A Law Corporation
5 2112 Business Center Drive, 2nd Floor
6 Irvine, California 92612
7 **Creditor Attorney:** Nathan F. Smith
8 Address: MALCOLM ♦ CISNEROS, A Law Corporation
9 2112 Business Center Drive, 2nd Floor
10 Irvine, California 92612
11 Telephone Number: (949) 252-9400
12 **2. Debtor:** Stanley E. Gray Aka Stanley Edward Gray
13 Address: 1530 Tamarack St, Space 73, Sweet Home, OR
14 97386
15 Year of Birth: Unknown
16 Final 4 digits of Social Security number: XXX-XX-5910
17 Driver's license number and issuing state: Unknown
18 Judgment Debtor Attorney: N/A
19 **3. Persons or Public Bodies Entitled to**
20 **a Portion the Judgment:** N/A
21 **4. Judgment Amount:** \$247,629.64
22 **5. Pre-Judgment Interest:** Simple interest to accrue on \$153,209.29 from
23 February 9, 2016 to the date the Judgment is
24 entered into the Court's register at 7.000% per
25 annum, \$29.3023 per diem.
26 **6. Post-Judgment Interest:** Simple interest to accrue on \$249,707.14 plus
27 Pre-Judgment Interest from the day after the
28 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

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
27
28


8. Attorney's Fees:

An award of \$2,077.50 in attorney's fees is made.

Attorney's Fees
Mediation

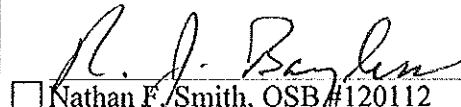
\$1,127.50
\$950.00

Signed: 8/9/2016 02:18 PM



R.Curtis Conover, Circuit Court Judge

Submitted by:



Dated: 5/31/16

- 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
Rbayless@mclaw.org

EXHIBIT 1

LEGAL DESCRIPTION

Parcel I:

Commencing at a point in the West boundary line of the Siuslaw Highway which is 425 feet in a Northwesterly direction from the intersection of said West line with the South line of the North half of the Southwest quarter of Section 17, Township 16 South, Range 6 West of the Willamette Meridian; thence in a Southwesterly direction at right angles with said West boundary line of said highway 90 feet; thence in a Northwesterly direction parallel with the said West boundary of said highway 125 feet; thence in a Northeasterly direction to a point in said West boundary line of said highway which is 125 feet Northwest of the place of beginning; and thence in a Southeasterly direction along said West boundary line of said highway 125 feet to the place of beginning, all in Lane County, Oregon.

Parcel II:

Commencing at a point in the West boundary line of the Siuslaw Highway, which is 430 feet in a Northwesterly direction from the intersection of said West line with the South line of the North half of the Southwest quarter of Section 17, Township 16 South, Range 6 West of the Willamette Meridian; thence in a Southwesterly direction at right angles with said West boundary line of said highway 680 feet; thence East along the South line of said North half to a point on the Southwesterly line of Highway 36; thence in a Northwesterly direction, parallel with the said highway to the point of beginning, in Lane County, Oregon.

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
27

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.