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

KEY BANK NATIONAL ASSOCIATION, its
successors in interest and/or assigns,

Plaintiff,

v.

LEONA A. TAYLOR; AND OCCUPANTS OF
THE PREMISES,

Defendants.

Case No.16CV17223

WRIT OF EXECUTION IN
FORECLOSURE

TO: THE SHERIFF OF LANE COUNTY, OREGON

1.

WHEREAS, on June 12, 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 January 21, 2009, the
date of the foreclosed Deed of Trust, and also all of the interest which the defendants had
thereafter, in the real property described in the Judgment to satisfy the amount due to Plaintiff,

1 set out as follows:

2 **Lenders' Principal Judgment**

3	Unpaid Principal Balance	\$47,604.79
4	Accrued Interest through February 18, 2017 the date calculated by the declarant in the declaration of indebtedness @ 5.441%.	\$4,929.92
5	Lenders' Fees and Costs	\$1,113.00
6	Attorneys' Fees and Costs	\$4,512.43
7	<i>Total Amount Due to Plaintiff as of Judgment Submission Date</i>	\$58,160.14

8 **Additional Pre-Judgment Interest**

9	Accrued Interest from February 19, 2017 through June 12, 2017, the date of entry of the general judgment @ 5.441% per annum (\$7.10 per diem).	\$809.40
11	<i>Total Amount Due to Plaintiff as of Judgment Entry Date</i>	\$58,969.54

12 **Post Judgment Interest**

13	Accrued Post Judgment Interest from June 13, 2017, the date after the entry of the general judgment, through July 19, 2017, the date the Writ was requested @ legal rate of interest of 9.000% per annum (\$14.54 per diem).	\$523.44
16	<i>Total Amount Due to Plaintiff as of Date of Writ</i>	\$59,492.98

17 3.

18
19 In addition to this amount, Plaintiff is entitled to the continued accrual of post-judgment
20 interest at the legal rate of interest of 9.000% per annum, \$14.54 per diem from July 20, 2017, to
21 the date the real property subject to the Judgment is sold by the Lane County Sheriff at its
22 foreclosure auction, plus costs of this writ, sheriff's fees and sale costs, and all other recoverable
23 costs pursuant to law.

24 4.

25
26 The real property subject to this writ of execution is situated in Lane County, State of

1 Oregon, to wit:

2 DEED 1:

3 PROPERTY AT TOWNSHIP 16 RANGE 05 SECTION 35 PARCEL 00602.22
4 ACRES. PLUS MOBILE HOME LOCATED AN ABOVE DESCRIBED
5 PROPERTY IN COUNTY OF LANE COUNTY OREGON.
6 SITUATED IN THE COUNTY OF LANE AND STATE OF OREGON.

7 DEED 2:

8 THE LAND REFERRED TO IN THIS WARRANTY DEED IS DESCRIBED AS:
9 LOTS 8, 9, 10 AND 11 BLOCK 113, SECOND AMENDED PLAT OF
10 FERNRIDGE, AS PLATTED AND RECORDED AT PAGE 28 OF VOLUME 6,
11 LANE COUNTY OREGON PLAT RECORDS, IN LANE COUNTY, OREGON.
12 SITUATED IN THE COUNTY OF LANE AND STATE OF OREGON.
13 MORE ACCURATELY DESCRIBED AS FOLLOWS: LOTS 7, 8, 9, 10 AND 11,
14 BLOCK 113, SECOND AMENDED PLAT OF FERNRIDGE, AS PLATTED
15 AND RECORDED AT PAGE 28, VOLUME 6, LANE COUNTY OREGON
16 PLAT RECORDS, IN LANE COUNTY, OREGON; TOGETHER WITH THAT
17 PORTION OF COMMERCIAL PLACE AS VACATED BY FINAL ORDER 91-
18 1-16-14, RECORDED FEBRUARY 28, 1991, RECORDING NO. 9109877,
19 WHICH INURED THERETO.

20 and more commonly known as 27500 4th Street, Junction City, Oregon 97448 ("Property").

21 5.

22 The Judgment Creditor's name and address is:

23 Key Bank National Association
24 4910 Tiedeman Road
25 OH-01-51-4002
26 Brooklyn, OH 44144

6.

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

Key Bank National Association
c/o RCO Legal, P.C.
511 SW 10th Ave., Ste. 400
Portland, OR 97205
(503) 977-7840

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

KEY BANK NATIONAL ASSOCIATION, its
successors in interest and/or assigns,

Plaintiff,

v.

LEONA A. TAYLOR; AND OCCUPANTS OF
THE PREMISES,

Defendants.

Case No. 16CV17223

GENERAL JUDGMENT OF
FORECLOSURE AND SALE
AGAINST:

(1) LEONA A. TAYLOR; AND
(2) OCCUPANTS OF THE PREMISES

1.

THIS MATTER coming regularly before the Court on this day and it appearing from the record herein that plaintiff Key Bank National Association, its successors in interest and/or assigns ("Plaintiff"), filed its Complaint for deed of trust foreclosure and declaratory relief; that defendants Leona A. Taylor; and Occupants of the Premises were duly served with the Summons and Complaint as required by law; that defendants Leona A. Taylor; and Occupants of the Premises 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).

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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 Leona A. Taylor; and Occupants of the Premises in the real property subject to this foreclosure action, located at 27500 4th Street, Junction City, Oregon 97448 (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 Leona A. Taylor; and Occupants of the Premises, all of them, it is hereby

ORDERED AND ADJUDGED:

4.

That the Deed of Trust dated January 21, 2009, executed by Leona A. Taylor for the benefit of KeyBank National Association ("Deed of Trust"), recorded on February 4, 2009 as Instrument No. 2009-005579 in the official records of Lane County, Oregon, is a valid lien for the amount due and owing as set forth in Paragraph 13 herein, against the Property situated in Lane County, Oregon, and described as follows

DEED 1:

PROPERTY AT TOWNSHIP 16 RANGE 05 SECTION 35 PARCEL 00602.22
ACRES. PLUS MOBILE HOME LOCATED AN ABOVE DESCRIBED
PROPERTY IN COUNTY OF LANE COUNTY OREGON.

SITUATED IN THE COUNTY OF LANE AND STATE OF OREGON.

DEED 2:

THE LAND REFERRED TO IN THIS WARRANTY DEED IS DESCRIBED
AS: LOTS 8, 9, 10 AND 11 BLOCK 113, SECOND AMENDED PLAT OF

1 FERNRIDGE, AS PLATTED AND RECORDED AT PAGE 28 OF VOLUME
2 6, LANE COUNTY OREGON PLAT RECORDS, IN LANE COUNTY,
3 OREGON.

4 SITUATED IN THE COUNTY OF LANE AND STATE OF OREGON.

5 MORE ACCURATELY DESCRIBED AS FOLLOWS: LOTS 7, 8, 9, 10 AND
6 11, BLOCK 113, SECOND AMENDED PLAT OF FERN RIDGE, AS
7 PLATTED AND RECORDED AT PAGE 28, VOLUME 6, LANE COUNTY
8 OREGON PLAT RECORDS, IN LANE COUNTY, OREGON; TOGETHER
9 WITH THAT PORTION OF COMMERCIAL PLACE AS VACATED BY
10 FINAL RODER 91-1-16-14, RECORDED FEBRUARY 28, 1991,
11 RECORDING NO. 9109877, WHICH INURED THERETO.

12 **DECLARATORY RELIEF**

13 5.

14 REFORMATION OF THE DEED OF TRUST TO ADD CORRECT LEGAL DESCRIPTION:

15 Under the terms of the Loan, KeyBank National Association agreed to irrevocably grant and convey
16 the Property to a Trustee with power of sale, as security for the Loan and for the benefit of Lender,
17 its successors in interest and assigns. However, contrary to the contemplation and intent of the parties,
18 the Deed of Trust was recorded with an incorrect legal description of the subject Property whereby the
19 legal description in the Deed of Trust was not recorded in its entirety. The legal description in the Deed
20 of Trust is as follows:

21 DEED 1:

22 PROPERTY AT TOWNSHIP 16 RANGE 05 SECTION 35 PARCEL
23 00602.22 ACRES. PLUS MOBILE HOME LOCATED AN ABOVE
24 DESCRIBED PROPERTY IN COUNTY OF LANE COUNTY
25 OREGON.

26 SITUATED IN THE COUNTY OF LANE AND STATE OF
OREGON.

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1 DEED 2:

2 THE LAND REFERRED TO IN THIS WARRANTY DEED IS
3 DESCRIBED AS: LOTS 8, 9, 10 AND 11 BLOCK 113, SECOND
4 AMENDED PLAT OF FERNRIDGE, AS PLATTED AND
5 RECORDED AT PAGE 28 OF VOLUME 6, LANE COUNTY
6 OREGON PLAT RECORDS, IN LANE COUNTY, OREGON.

7 The legal description in the Deed of Trust does not match the legal description of the Property
8 maintained in the Lane County real property records because of the error described above. The correct
9 legal description, and the description maintained in the Lane County real property records is as follows:

10 DEED 1:

11 PROPERTY AT TOWNSHIP 16 RANGE 05 SECTION 35 PARCEL
12 00602.22 ACRES. PLUS MOBILE HOME LOCATED AN ABOVE
13 DESCRIBED PROPERTY IN COUNTY OF LANE COUNTY
14 OREGON.

15 SITUATED IN THE COUNTY OF LANE AND STATE OF
16 OREGON.

17 DEED 2:

18 THE LAND REFERRED TO IN THIS WARRANTY DEED IS
19 DESCRIBED AS: LOTS 8, 9, 10 AND 11 BLOCK 113, SECOND
20 AMENDED PLAT OF FERNRIDGE, AS PLATTED AND
21 RECORDED AT PAGE 28 OF VOLUME 6, LANE COUNTY
22 OREGON PLAT RECORDS, IN LANE COUNTY, OREGON.

23 SITUATED IN THE COUNTY OF LANE AND STATE OF
24 OREGON.

25 MORE ACCURATE DESCRIBED AS FOLLOWS: LOTS 7, 8, 9, 10
26 AND 11, BLOCK 113, SECOND AMENDED PLAT OF FERN
RIDGE, AS PLATTED AND RECORDED AT PAGE 28, VOLUME 6,
LANE COUNTY OREGON PLAT RECORDS, IN LANE COUNTY,
OREGON; TOGETHER WITH THAT PORTION OF COMMERCIAL
PLACE AS VACATED BY FINAL RORDER 91-1-16-14, RECORDED
FEBRUARY 28, 1991, RECORDING NO. 9109877, WHICH INURED
THERETO.

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10.

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 13 herein, plus interest from the date of this Judgment until sale without advancing any cash except money required for the sheriff's sale.

11.

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 Leona A. Taylor; and Occupants of the Premises refuse to surrender possession of the Property immediately upon the purchaser's demand for possession.

12.

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 \$3,550.00 and its litigation costs in the amount of \$962.43, 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.

DECLARATION OF DEBT SECURED BY DEED OF TRUST

(Pursuant to Senate Bill 368)

13.

Under the terms of the Deed of Trust and the promissory note dated January 21, 2009, in the principal amount of \$50,000.00, there is now due and owing the following amounts, to be hereinafter described as the Amount Due:

//

1	<u>Attorneys' Fees and Costs</u>		
	Attorneys' Fees		\$3,550.00
2	Filing Fee - Complaint	\$252.00	
3	Mailing costs - SERVICE	\$6.43	
	Process Service Fees	\$144.00	
4	Publication Costs	\$560.00	
5		Total Costs	\$962.43
6		Total Attorneys' Fees and Costs	\$4,512.43

7	<u>Lenders' Principal and Interest</u>		
8	Principal Balance	\$47,604.79	
9	Accrued Interest good through February 18, 2017, the date calculated by the declarant in the declaration in support of judgment @ 5.4413796%	\$4,929.92	
10		Total Principal & Interest	\$52,534.71

11	<u>Lenders' Fees and Costs</u>		
12	Accumulated Late Charges	\$660.00	
13	Annual Fee	\$406.00	
14	Reconveyance Fee	\$47.00	
15		Total Lenders' Fees and Costs:	\$1,113.00
		Total Lenders' Principal, Interest, Fees, and Costs:	\$53,647.71

16 Additional pre-judgment interest pursuant to ORS
 17 18.042 from February 18, 2017 the date entry of
 18 judgment at the contract rate of interest in terms of
 19 the note.

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1 Post-Judgment interest thereafter on the Total
2 Amount Due at the contract rate of interest in terms of
the note., or 9.000% per annum, whichever is greater.

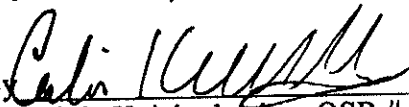
3 *Total Amount Due* **\$58,160.14**

7 Signed: 6/9/2017 09:25 AM

8 
9 _____
10 **Suzanne B. Chaffin, Circuit Court Judge**

11 Presented by:

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

13 By  DATED 6/5/17
14 Calvin Knickerbocker, OSB # 050110
15 Attorneys for Plaintiff
16 511 SW 10th Ave., Ste. 400
17 Portland, OR 97205
Telephone (503) 977-7840 Facsimile (503) 977-7963
cknickerbocker@rcolegal.com

CERTIFICATE OF UTCR 5.100 COMPLIANCE

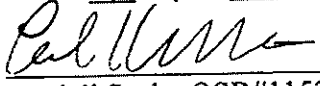
This Proposed order or judgment is ready for judicial signature because:

- 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 6 day of June, 2017

By, 
~~Randall Szabo~~ OSB#115304
Attorney for Plaintiff
Cal Knickerbocker #050110