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

BANK OF AMERICA, N.A.,

Plaintiff,

vs.

WILLIAM A. DEWEIN, an individual;
AMERICAN EXPRESS BANK, FSB, a Utah
Corporation; FIA CARD SERVICES, N.A., a
Delaware 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,
collectively designated as DOES 1 through 50,
inclusive.

Defendants.

CASE NO.: 161303868

WRIT OF EXECUTION

STATE OF OREGON)
) ss.
County of Lane)

TO THE SHERIFF OF LANE COUNTY OREGON:

WHEREAS, on October 24, 2013 by consideration of the Lane County Circuit Court,
there was entered a General Judgment of Foreclosure as to Defendants. Said General Judgment
of Foreclosure was duly enrolled and docketed in the Trial Court Administrator's Office in said

WRIT OF EXECUTION -1-

ZIEVE, BRODNAX & STEELE, LLP
Amy F. Harrington, Esq.
One World Trade Center
121 Southwest Salmon St., 11th Floor
Portland, OR 97204
714-848-7920
aharrington@zbslaw.com

1 County on October 24, 2013; a true copy of the General Judgment of Foreclosure is attached
2 hereto and made a part hereof.

3
4 Judgment Creditor: BANK OF AMERICA, N.A.,
5 Judgment Creditor Address: 8201 Cypress Plaza
6 Jacksonville, FL32256

7 NOW THEREFORE IN THE NAME OF THE STATE OF OREGON, you are
8 commanded to sell the real property as by said General Judgment of Foreclosure according to
9 law (subject to redemption) all of the interest that the Defendant William A. Dewein had on the
10 16th day of November 2009, the date of the Mortgage, and also all of the interest that Defendants
11 had thereafter, in the real property described in the Judgment as:

12 **LOT 2, BLOCK 1, LOMA LINDA, AS PLATTED AND RECORDED IN BOOK**
13 **18, PAGE 22, LANE COUNTY PLAT RECORDS, IN LANE COUNTY.**

14 Tax Parcel Number: 0163012

15 The street address of the real property to be levied upon is 1565 Linda Ave, Eugene, OR
16 97401.

17 The above referenced property shall be sold to satisfy the following sums: The base
18 judgment amount of \$216,356.91, plus prejudgment interest in the amount of \$19,882.94; plus
19 Plaintiff's costs in the amount of \$3,841.44; plus post-judgment interest in the amount of
20 \$79,976.63; for a total of \$320,057.90 as of July 7, 2017, with interest at the rate of 9.00% per
21 annum (\$59.1981 per diem) to continue to accrue until the date of sale; Thus,

22 THE TOTAL AMOUNT OF EXECUTION REQUESTED HEREON, STATED AS OF
23 THE DATE OF SUBMISSION (July 7, 2017) IS AS FOLLOWS:

24 Principal Balance: \$216,356.91

25 Prejudgment Interest 2/2/12 –

8/23/13 at 5.250%

26 WRIT OF EXECUTION -2-

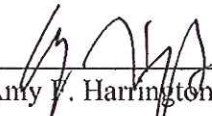
27 **ZIEVE, BRODNAX & STEELE, LLP**
28 Amy F. Harrington, Esq.
One World Trade Center
121 Southwest Salmon St., 11th Floor
Portland, OR 97204
714-848-7920
aharrington@zbslaw.com

1 (\$31.1198 per diem): \$17,984.64
 2 Pre-judgment Interest 8/24/13 –
 3 10/14/13 at 5.250%
 4 (\$31.1198 per diem) \$1,898.30
 5 Lender Fees and Costs \$3,841.44
 6 Post-judgment interest 8/25/13 –
 7 7/7/17 at 9% (\$59.1981 per diem) \$79,976.63
 8 Total due as of July 7, 2017 \$320,057.90 plus \$59.1981 per diem thereafter until
 9 the date of sale.

10 The proceeds of sale shall be applied, delivered, and distributed according to ORS
 11 18.950.

12 The Sheriff is hereby authorized to continue execution under the writ and delay making a
 13 return on the writ to a date not later than 150 days after the sheriff receives the writ as long as the
 14 execution sale occurs no later than 150 days after the sheriff receives the writ pursuant to ORS
 15 18.872.

16 *July 21, 2017*
 17
 18 *By: Angie Jones*
 19 *court clerk*
 20

21
 22 Submitted by:
 23 
 24 Amy F. Harrington, OSB No. 123363
 25



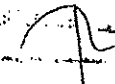
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OCT 18 2013

CIRCUIT COURT, LANE CO.

FILED
AT 2:31 PM OCT 18 2013

OCT 24

BY 

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

BANK OF AMERICA, N.A.,

CASE NUMBER: 161303868

Plaintiff,

vs.

GENERAL JUDGMENT OF
FORECLOSURE AGAINST:

WILLIAM A. DEWEIN, an individual;
AMERICAN EXPRESS BANK, FSB, a Utah
Corporation; FIA CARD SERVICES, N.A, a
Delaware Corporation; 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, collectively
designated as DOES 1 through 50, inclusive.

- (1) WILLIAM A. DEWEIN,
- (2) AMERICAN EXPRESS BANK, FSB,
- (3) FIA CARD SERVICES, N.A

Defendants.

1.

THIS MATTER, coming on regularly before the Court on this day and it appearing from the

1 record herein that Plaintiff BANK OF AMERICA, N.A ("Plaintiff") filed its Complaint for
2 Foreclosure of Deed of Trust; that Defendants WILLIAM A. DEWEIN, AMERICAN EXPRESS
3 BANK, FSB, and FIA CARD SERVICES, N.A (collectively referred to as "Defendants") were duly
4 served with the Summons and Complaint as required by law; that Defendants failed to appear, and
5 that the ORDER FOR ENTRY OF DEFAULT AGAINST DEFENDANTS WILLIAM A.
6 DEWEIN, AMERICAN EXPRESS BANK, FSB, AND FIA CARD SERVICES, N.A. has been
7 entered against them on Plaintiff's Complaint.

8 2.

9 Plaintiff hereby requests that this General Judgment be entered into the Court's register to
10 accomplish the foreclosure of any and all interest of the Defendants in the real property subject to
11 this foreclosure action, located at 1565 LINDA AVE, EUGENE, OR 97401.

12 3.

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

15 4.

16 That Plaintiff is the holder of the promissory note ("Note"), dated November 16, 2009, and
17 made, delivered, and executed by WILLIAM A. DEWEIN in the amount of \$224,549.00.

18 5.

19 That the Note is secured via the Deed of Trust executed and delivered by BANK OF
20 AMERICA, N.A. on or about November 16, 2009 under the recording number 2009-066789 of the
21 Official Records of Lane County, Oregon, by the property located at 1565 LINDA AVE, EUGENE,
22 OR 97401, Parcel No. 0163012, legally described as

23 SEE EXHIBIT "1"

24 ("Property") which constitutes a valid lien ("Lien").

25 6.

26 That Defendant WILLIAM A. DEWEIN failed to comply with the terms of the Note and
27 Deed of Trust by failing to make the payments due and owing according to the terms of the Note and
28 Deed of Trust. Pursuant to the terms of the Note and Deed of Trust, Plaintiff has now declared all

1 sums due and owing under the Note and Deed of Trust as immediately due and payable.

2 7.

3 That the Lien is a valid first priority lien encumbering the Property and is superior to any
4 interest, lien, or claim of Defendants or any other party in the Property and that the Deed of Trust is
5 hereby foreclosed by this Court on the Property.

6 8.

7 That a judgment of foreclosure in the amount of \$240,524.16 shall be granted in favor of
8 Plaintiff or its successors or assigns, as further described in the Money Award below.

9 9.

10 That all of the right, title, and interest which BANK OF AMERICA, N.A. had on the date of
11 the Deed of Trust, and all of the right, title, and interest the Defendants and any successor thereafter
12 had in and to the real Property is hereby ordered to be sold by law and the proceeds of sale shall be
13 applied toward the satisfaction of Plaintiff's money award herein; and the surplus, if any, to the
14 Clerk of the Court to be disbursed to such party or parties as may establish their right thereto.

15 10.

16 That Plaintiff is entitled to recover its reasonable attorneys' fees and all reasonable and
17 necessary costs and expenses incurred to enforcing the Note and Deed of Trust.

18 11.

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

24 12.

25 That Defendants, and all parties claiming through or under them as purchasers,
26 encumbrancers, or otherwise, are forever barred and foreclosed of all interests, liens, or claims in the
27 Property and every portion thereof, excepting only any statutory right of redemption provided by the
28 laws of the State of Oregon.

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13.

That Defendant WILLIAM A. DEWEIN is not entitled to a homestead exemption on account of his interest in the Property.

14.

That Plaintiff may become purchaser at the Sheriff's Sale of the Property and may bid up to the aggregate amount of its Money Award plus interest from the date of this Judgment until sale without advancing any cash except money required for the Sheriff's Sale.

15.

That 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 that the Judgment entered herein shall have the same effect as 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.

16.

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

17.

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

MONEY AWARD

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25
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27
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- 1. Judgment Creditor: BANK OF AMERICA, N.A
c/o Malcolm Cisneros
2112 Business Center Drive, Second Floor
Irvine, CA 92612
- 2. Judgment Creditor's Attorney: Nathan F. Smith

1	3.	Total Amount of Money Award:	\$240,524.16
2		<u>Lender's Principal and Interest:</u>	
3		Principal Balance:	\$216,356.91
4		Accrued Interest from February 1, 2012 to August 23, 2013:	\$17,984.64
5		Total Principal and Interest:	\$234,341.55
6		<u>Lender's Fees and Costs:</u>	
7		Tax Disbursements	\$2,053.08
8		MIP/PMI Insurance	\$653.16
9		Hazard Insurance Disbursements	\$307.20
10		Title Fees	\$828.00
11		Total Lender's Fees and Costs:	\$3,841.44
12		Total Lender's Principal, Interest, Fees, and Costs:	\$238,182.99
13		<u>Attorney's Fees and Costs:</u>	
14		Attorney's Fees	\$1,435.00 0
15		Filing Cost	\$505.00 0
16		Recording Cost	\$47.00 0
17		Service Cost	\$338.50 0
18		Mailing Costs	\$15.67 0
19		Total Attorney's Fees and Costs	\$2,341.17 0
20		Total Money Award (Judgment):	\$240,524.16 - 238,182.99

*Plaintiff
my apply for
award of fees
+ costs pursuant
to ORCP 68
+
WTR 5.080*

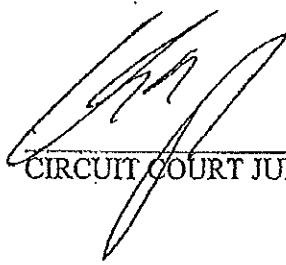
22 4. Additional Pre-Judgment interest to accrue pursuant to ORS 18.042 from the date of
 23 submission of this general judgment to the date it is entered into the Court's register at 5.250% per
 24 annum (\$31.1198 per diem).

25 5. Post-Judgment interest thereafter on the total money award amount at the legal rate of
 26 interest or 9% per annum, whichever is greater.

27 18.
 28 This suit does not constitute an attempt to collect the debt against WILLIAM A. DEWEIN

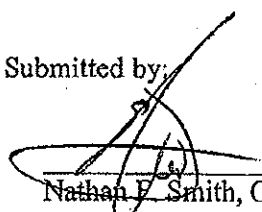
1 under the Note. Rather, it is a suit to execute upon the Property as security for the Money Award to
2 the Plaintiff.

3
4 DATED this: 24 day of October, 2013

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CIRCUIT COURT JUDGE

Submitted by:



Dated: 10/14/13

Nathan F. Smith, OSB #120112
Attorney for Plaintiff
MALCOLM + CISNEROS, ALC
2112 Business Center Drive
Irvine, California 92612
(949) 252-9400 (TELEPHONE)
(949) 252-1032 (FAX)
nathan@mclaw.org