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LINCOLN COUNTY SHERIFF'S OFFICE
NEWPORT, OR
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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF LINCOLN

U.S. BANK TRUST, N.A., AS TRUSTEE
FOR LSF9 MASTER PARTICIPATION
TRUST,

Case No.: 15CV12718

Plaintiff,

WRIT OF EXECUTION IN
FORECLOSURE

vs.

LINDA K. HAM AKA LINDA KALIS HAM,
KENNETH L. HAM AKA KENNETH LEE
HAM JR ; VALHALLA HOLDINGS, LLC;
MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS INC.;
HOMECOMINGS FINANCIAL NETWORK,
INC.; E*TRADE BANK; VILLAGE OF
NORTH POINTE CONDOMINIUMS AKA
ASSOCIATION OF UNIT OWNERS OF THE
VILLAGE AT NORTH POINTE;
OCCUPANTS OF THE PROPERTY

Defendants.

TO THE LINCOLN COUNTY SHERIFF:

A Judgment of Foreclosure was entered and docketed in this case on August 9, 2017. A true copy of the Judgment is attached hereto. The Judgment was entered in favor of the Plaintiff:

U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust
c/o John Thomas
Attorney for Plaintiff

1 McCarthy & Holthus, LLP
2 920 SW 3rd Ave, 1st Floor
 Portland, OR 97204

3 With the adjudicated amount due of \$761,633.63, plus post judgment interest at the statutory rate
4 of 9.0% per annum from August 9, 2017 to 9/14/17 in the amount of \$5,634.00, and continuing
5 with a per diem of \$187.80, currently totaling \$767,267.63.

6 **NOW, THEREFORE, IN THE NAME OF THE STATE OF OREGON**, you are
7 hereby commanded to sell, in the manner prescribed by law for the sale of real property on
8 execution (subject to redemption of 180 days), all of the interest that the Defendant had on or
9 about March 20, 2006, the date of the Deed of Trust, and also the interest that the Defendant had
10 thereafter, in the real property described in the attached *Exhibit 1*, APN/Parcel #: R5135507 and
11 commonly known as: 1113 N Highway 101 Unit 28, Depoe Bay, OR 97341.

12 Sale of the property is to satisfy the sum listed above, plus the costs incurred in
13 performing this Writ. Pursuant to ORS 18.872, you are authorized to continue execution under
14 the writ and delay making a return on the writ to no later than 150 days from receipt of the writ.
15 You are to make the return within 60 days after you receive this Writ. Should the sale be
16 continued, the writ may be automatically extended for 30 days.

Signed: 9/14/2017 11:12 AM

17 **DATED:** ____ day of ____



St. Zell.

18 _____
19 Circuit Court Clerk Steven Zalewski

20 By: _____

1 Dated: September 12, 2017 and submitted by:

2 **McCarthy & Holthus, LLP**

3 s/ John Thomas

4 John Thomas OSB No. 024691

5 920 SW 3rd Ave, 1st Floor

6 Portland, OR 97204

7 Phone: (971) 201-3200

8 Fax: (971) 201-3202

9 jthomas@mccarthyholthus.com

10 Of Attorneys for Plaintiff

EXHIBIT "1"

Unit 28, THE VILLAGE AT NORTH POINTE CONDOMINIUMS STAGE 2, in the City of Depoe Bay, County of Lincoln and State of Oregon, Together with an undivided interest in and to the general and limited common elements appertaining to said unit as set forth in the Declaration of Unit Ownership and any amendments thereto.

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

U.S. BANK TRUST, N.A., AS TRUSTEE
FOR LSF9 MASTER PARTICIPATION
TRUST,

Plaintiff,

vs.

LINDA K. HAM AKA LINDA KALIS
HAM, KENNETH L. HAM AKA
KENNETH LEE HAM JR ; VALHALLA
HOLDINGS, LLC; MORTGAGE
ELECTRONIC REGISTRATION
SYSTEMS INC.; HOMECOMINGS
FINANCIAL NETWORK, INC.; E*TRADE
BANK; VILLAGE OF NORTH POINTE
CONDOMINIUMS AKA ASSOCIATION
OF UNIT OWNERS OF THE VILLAGE AT
NORTH POINTE; OCCUPANTS OF THE
PROPERTY

Defendants.

Case No.: 15CV12718

GENERAL JUDGMENT OF TRUST DEED
FORECLOSURE

(AND JUDGMENT OF DISMISSAL OF
CONSOLIDATED CASE NO. 15CV11410)

(STIPULATED)

(AND VACATION OF GENERAL JUDGMENT
OF DISMISSAL ENTERED 10/13/15.

1.

THIS MATTER came before the Court on Plaintiff's motion for Default Judgment and the stipulation of the parties herein. Defendants LINDA K. HAM AKA LINDA KALIS HAM, KENNETH L. HAM AKA KENNETH LEE HAM JR, VALHALLA HOLDINGS, LLC, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., HOMECOMINGS FINANCIAL NETWORK, INC., E*TRADE BANK, and OCCUPANTS OF THE PROPERTY

1 (“Defaulted Defendants”) were duly served with process and failed to appear; the default has
2 been entered against all Defaulted Defendants, and it appearing that Defaulted Defendants are
3 not incapacitated, a protected persons, a respondent as defined in ORS 125.005, a minor, or in
4 the military service of the United States. Plaintiff U.S. Bank Trust, N.A., as Trustee for LSF9
5 Master Participation Trust, through its loan servicing agent Caliber Home Loans, Inc.
6 (“Plaintiff”), by and through its attorney of record John Thomas, and Defendant VILLAGE OF
7 NORTH POINTE CONDOMINIUMS AKA ASSOCIATION OF UNIT OWNERS OF THE
8 VILLAGE AT NORTH POINTE (“Stipulating Defendant”), (collectively the “Parties”) have
9 settled all matters between themselves within this action and agreed to the entry of this
10 Stipulated General Judgment.

11
12 2.

13 IT IS HEREBY ADJUDGED that Plaintiff shall have judgment as follows:

- 14 a. The real property to which this judgment relates is located and situated in Lincoln County,
15 Oregon, and is commonly known as 1113 N Highway 101 Unit 28, Depoe Bay, OR 97341
16 (the “Subject Property”), legally described as shown in the attached *Exhibit 1*, and having
17 APN/Parcel No. R5135507.
- 18 b. Plaintiff is entitled to enforce the note dated March 20, 2006 and made, delivered, and
19 executed by Linda Ham, Kenneth Ham to Countrywide Bank, N.A. in the amount of
20 \$456,000.00 (the “Note”). The Note was transferred to Plaintiff by delivery of possession
21 and by indorsement set forth on the Note.
- 22 c. A deed of trust was made, executed, and delivered by Defendant(s) Linda K. Ham, Kenneth
23 L. Ham on or about March 20, 2006 (the “Deed of Trust”). The Deed of Trust was recorded
24 on March 29, 2006 as Instrument No. 200604805 in the official records of Lincoln County,
25 Oregon. The Deed of Trust is a valid and perfected lien against all of the Property for and
26 securing the Amount Due. The lien of the Plaintiff is superior to any interest, lien, or claim
27 of the Defendants and shall remain in effect until issuance of a Sheriff’s Deed.

1 d. The Borrower failed to make the payment that was due for November 1, 2008 and has not
2 cured the default. The amount of debt secured by the Deed of Trust that is now due and
3 owing is comprised of the following amounts (the "Amount Due"):

4	a) Unpaid principal balance:	\$455,584.80
5	b) Prejudgment interest accruing from	\$173,928.64
6	10/1/2008 through 7/25/2017 and	
7	continuing until the entry of	
	judgment at the current Note rate:	
8	c) Additional amounts due under the	\$118,306.87
	terms of the loan:	
9	d) Attorney fees and costs:	\$13,728.32
10	e) Prevailing party fee (ORS 20.190	\$85.00
11	(1)(a)):	
12	Total:	\$761,633.63

13 Pursuant to ORS 82.010 (2), post-judgment interest shall accrue on the Amount Due from the
14 date of entry of this judgment through the sale of the Subject Property at the rate of 9.00%
15 per annum.

16 e. The interest of the Defendants and any successor in interest in the Subject Property is
17 foreclosed and terminated excepting only any statutory right of redemption as provided by
18 Oregon law.

19 f. The Defendants are not entitled to a homestead exception as against Plaintiff's judgment.

20 g. All right, title and interest in the Subject Property that Defendant(s) Linda K. Ham, Kenneth
21 L. Ham had as of the date of the Deed of Trust or thereafter acquired is hereby ordered to be
22 sold by the Lincoln County Sheriff's Office in accordance with the process for sale upon
23 execution, and the proceeds of sale shall be applied:

- 24 1) First, to the costs of sale not incurred by Plaintiff;
- 25 2) Second, to the Amount Due, plus post-judgment interest accruing from the date of
26 entry of judgment through the date of the sale and any incurred costs of sale;

1 3) Third, the surplus, if any, to the Defendants in the priority as their interest may
2 appear, described *infra*, or to the clerk of the court to be distributed by the Court to
3 such party or parties as they may establish their right thereto.

4 h. Plaintiff may become purchaser at the sale of the Subject Property and, pursuant to ORS
5 18.936 (2), may credit bid up to the Amount Due, plus post-judgment interest accruing from
6 the date of entry of judgment through the date of the sale and any incurred costs of sale.

7 i. The purchaser at the sale is entitled to exclusive and immediate possession of the Subject
8 Property from and after the date of the sale and is entitled to such remedies as are available at
9 law or in equity to secure possession. The purchaser at the sale may apply to the Court for a
10 writ of assistance if any Defendant, other party, or other person shall refuse to surrender
11 possession to the purchaser immediately upon the purchaser's demand for possession.

12 j. In the event the proceeds of sale are insufficient to pay the Amount Due, Plaintiff shall not be
13 entitled to any further or other judgment, including a judgment for the deficiency.

14 k. If, before the sale, the Amount Due is brought into court and paid to the clerk, the execution,
15 if issued, shall be recalled and the effect of the judgment as to the Amount Due shall be
16 terminated.

17 l. Pursuant to ORS 18.950 (4), the apparent priority of liens subsequent and inferior to the
18 Deed of Trust are as follows:

19 1) VILLAGE OF NORTH POINTE CONDOMINIUMS AKA ASSOCIATION OF
20 UNIT OWNERS OF THE VILLAGE AT NORTH POINTE may claim an interest in
21 Subject Property by virtue of a recorded lien(s), continuing lien, and/or and amounts
22 potentially due and owing pursuant to Declaration of Condominium Ownership
23 recorded May 15, 1998 County records as Instrument No. 357/2313; as Amended and
24 recorded August 4, 1998, County records as Instrument No. 363/288; as Amended
25 and recorded Dec 20, 2002, County records as Instrument No. 467/2341; as
26 Supplemented and recorded December 29, 1999, County records as Instrument
27 No.395/903; Bylaws recorded May 15, 1998 County records as Instrument No.

1 357/2331; Bylaws Amended recorded January 16, 2003 County records as Instrument
2 No. 200300684; Bylaws Amended and Restate recorded November 4, 2008 County
3 records as Instrument No. 2008-12776, and including without limitation, such claims
4 asserted by it in the consolidated action, *Village at North Pointe Condominiums v.*
5 *Valhalla Holdings LLC, et al.*, Lincoln County case no. 15CV11410, and/or sums or
6 amounts that are or could be asserted or claimed owing by it through the date of the
7 Sheriff's sale for the Deed of Trust.

8 2) MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,
9 HOMECOMINGS FINANCIAL NETWORK, INC., and E*TRADE BANK may
10 claim an interest in Subject Property by virtue of a deed of trust recorded 05/12/2006
11 as Instrument No. 200607163 in the official records of Lincoln County, Oregon,
12 securing a promissory note in the amount of \$85,500.00.

13 3) VALHALLA HOLDINGS, LLC may claim an interest in Subject Property by virtue
14 of a Bargain and Sale Deed recorded 9/26/2006 as Instrument No. 200614632 in the
15 official records of Lincoln County, Oregon.

16 m. Based on the undersigned parties' stipulation, Defendant VILLAGE OF NORTH POINTE
17 CONDOMINIUMS AKA ASSOCIATION OF UNIT OWNERS OF THE VILLAGE AT
18 NORTH POINTE's Counterclaims, if any, are dismissed with prejudice.

19 ///

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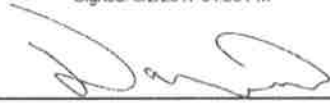
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1 n. Based on the undersigned parties' stipulation, VILLAGE OF NORTH POINTE
2 CONDOMINIUMS AKA ASSOCIATION OF UNIT OWNERS OF THE VILLAGE AT
3 NORTH POINTE's claims in the consolidated action, *Village at North Pointe Condominiums*
4 *v. Valhalla Holdings LLC, et al.*, Lincoln County case no. 15CV11410, are dismissed with
5 prejudice and without an award of costs, fees, or disbursements in such consolidated action.

6 The previous general judgment of dismissal entered 10/13/15 is hereby vacated.

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8 Signed: 8/2/2017 04:38 PM

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Circuit Court Judge David V. Cramer

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Stipulated to by:

By: s/ John M. Thomas

By: s/ Colin P. Mackenzie

Dated: 28 day of July, 2017
[X] John Thomas, OSB NO. 024691
920 SW 3rd Ave, 1st Floor
Portland, OR 97204
Phone: (971) 201-3200
Fax: (971) 201-3202
jthomas@mccarthyholthus.com
Of Attorneys for Plaintiff U.S. Bank Trust as
Trustee

Dated: 28th day of July, 2017
Colin P. Mackenzie, OSB No. 123782
17355 SW Boones Ferry Rd Ste A
Lake Oswego OR 97035
Phone: 503 684-4111
Fax: 503 598-7758
Email: colin.mackenzie@vf-law.com
Attorney for Stipulating Defendant Village at
North Pointe Condominiums

1 **UTCR 5.100 Certificate of Readiness**

2 I hereby certify that the requirements of UTCR 5.100 have been satisfied.

3 On July 28, 2017, a copy of the Judgment was:

4
5 Accompanied by a stipulation by Opposing Attorney: Colin P. Mackenzie and Firm:
6 Vial Fotheringham LLP that no objection exists as to the judgment or order.

7 This proposed Stipulated Judgment Of Foreclosure is ready for judicial signature
8 because:

9 Each opposing party affected by this order or judgment has stipulated to the order or
10 judgment, as shown by each opposing party's signature on the document being
11 submitted.

12 The relief sought is against an opposing party who has been found in default.

13 Dated: August 1, 2017

McCarthy & Holthus, LLP

s/ John M. Thomas

John Thomas OSB No. 024691

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Portland, OR 97204

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Of Attorneys for Plaintiff

EXHIBIT “1”

Unit 28, THE VILLAGE AT NORTH POINTE CONDOMINIUMS STAGE 2, in the City of Depoe Bay, County of Lincoln and State of Oregon, Together with an undivided interest in and to the general and limited common elements appertaining to said unit as set forth in the Declaration of Unit Ownership and any amendments thereto.