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

THE BANK OF NEW YORK MELLON  
FKA THE BANK OF NEW YORK, AS  
TRUSTEE FOR THE  
CERTIFICATEHOLDERS OF CWALT,  
INC., ALTERNATIVE LOAN TRUST 2006-  
31CB, MORTGAGE PASS-THROUGH  
CERTIFICATES, SERIES 2006-31CB,

**CASE NUMBER: 1300625CV**

**WRIT OF EXECUTION IN FORECLOSURE**

Plaintiff,

vs.

WESLEY J. OLSON, An Individual; 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.

**TO: THE SHERIFF OF KLAMATH COUNTY, OREGON:**

1.

WHEREAS, on August 24, 2015, 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 Defendant WESLEY J. OLSON  
2 (“Defendant”) had on August 30, 2006, the date of the foreclosed Deed of Trust which was recorded  
3 on September 5, 2006, as Instrument No. 2006-017775 in the official records of the Klamath County  
4 Recorder’s Office, and/or all of the interest which Defendants had thereafter, in the real property  
5 described in the Judgment to satisfy the Judgment as follows:  
6

7 **Lender’s Principal Judgment:**

8 Unpaid Principal Balance:	\$203,345.50
9 Pre-Judgment Interest from June 1, 10 2011 to June 11, 2015, the date set forth 11 in the Judgment at 6.750%, per annum, 12 (\$37.61 per diem):	\$55,279.41
13 Lender’s Fees and Costs:	\$16,986.80
14 Attorney’s Fees and Costs:	\$4,620.09
15	
16 <b><i>Total Judgment Entered:</i></b>	<b><i>\$280,231.80</i></b>

17  
18 **Additional Pre-Judgment Interest:**

19 Accrued Interest from June 12, 2015, 20 the day after the date set forth in the 21 Judgment through August 24, 2015, the 22 date of entry of the Judgment, at 23 6.750%, per annum (\$37.61 per diem):	<b><i>\$2,745.53</i></b>
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24  
25 ***Total Judgment Entered Including***

26 ***Additional Pre-Judgment***

27 <b><i>Interest:</i></b>	<b><i>\$282,977.33</i></b>
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3.

Additionally, Plaintiff is entitled to the accrual of post-judgment interest on \$282,977.33 at the legal rate of interest of 9% per annum, \$69.77 per diem, from August 25, 2015 to the date the real property subject to the Judgment is sold by the County Sheriff at its foreclosure auction, plus costs of this writ, Sherriff's fees and sale costs, and all other recovered costs pursuant to law.

4.

The real property subject to this writ of execution is commonly known as 1749 CRESCENT CUT-OFF ROAD, CRESCENT, OR 97737 ("Property") and described in Exhibit "1" attached hereto.

5.

The Judgment Creditor's name and address is:

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2006-31CB,  
MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-31CB  
c/o BAYVIEW LOAN SERVICING  
4425 PONCE DE LEON BLVD., 4TH FLOOR  
CORAL GABLES, FL 33146

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

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2006-31CB,  
MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-31CB  
c/o Malcolm & Cisneros, ALC (Attention: Nathan F. Smith)  
2112 Business Center Drive  
Irvine, CA 92612  
949-252-9400

///  
///  
///

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

4            MAKE RETURN HEREOF within 60 days after you receive this Writ.  
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15 Submitted by: 

16  
17 Nathan F. Smith, OSB #120112  
18 Attorney for Plaintiff  
19 MALCOLM ♦ CISNEROS, A Law Corporation  
20 2112 Business Center Drive, Second Floor  
21 Irvine, California 92612  
22 Phone: (949) 252-9400  
23 Fax: (949) 252-1032  
24 Email: nathan@mclaw.org  
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*Marcia Flores*  
*April 4, 2017*

Dated: *2/24/17*



# EXHIBIT 1

PARCEL 2 OF LAND PARTITION 10-06  
SITUATED IN THE SE1/4 NW1/4 OF SECTION 25 TOWNSHIP 24 SOUTH, RANGE 8 EAST  
OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

County of Klamath  
 STATE OF OREGON  
 I hereby certify that this is a true and correct copy and the whole of the original.  
 Clerk of Court  
 By Marcela Flores  
 Date 4/11/17



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

THE BANK OF NEW YORK MELLON  
 FKA THE BANK OF NEW YORK, AS  
 TRUSTEE FOR THE  
 CERTIFICATEHOLDERS OF CWALT,  
 INC., ALTERNATIVE LOAN TRUST 2006-  
 31CB, MORTGAGE PASS-THROUGH  
 CERTIFICATES, SERIES 2006-31CB,

Plaintiff,

vs.

WESLEY J. OLSON, An Individual; 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: 1300625CV**

**GENERAL JUDGMENT OF  
 FORECLOSURE AGAINST:**

**1. WESLEY J. OLSON**

1.

THIS MATTER, coming on regularly before the Court, and it appearing from the record herein that Plaintiff, THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2006-31CB, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-31CB ("Plaintiff"), filed its Complaint for Foreclosure of Deed of Trust, that Defendant WESLEY J. OLSON (collectively referred to as "Defendant") was duly served with the Summons and Complaint as required by law, that Defendant failed to appear, and that ORDER FOR ENTRY OF DEFAULT AGAINST DEFENDANT WESLEY J. OLSON have been entered against him on Plaintiff's

1 Complaint, and that Plaintiff is entitled to entry of a General Judgment foreclosing Plaintiff's deed of  
2 trust against the property commonly known as 1749 CRESCENT CUT-OFF ROAD, CRESCENT,  
3 OR 97737 ("Property") and extinguishing any and all interest of the Defendants in the Property.

4 2.

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

7 3.

8 Plaintiff is the holder of that certain promissory note ("Note"), dated August 30, 2006, in the  
9 amount of \$234,000, and executed by WESLEY J. OLSON as borrower.

10 4.

11 The Note is secured by that certain deed of trust ("Deed of Trust") executed on or about  
12 August 30, 2006, by WESLEY J. OLSON. The Deed of Trust was recorded on September 5, 2006  
13 under the recording number 2006-017775 of the Official Records of Klamath County, Oregon,  
14 against the Property, which is legally described as: PARCEL 2 OF LAND PARTITION 10-06  
15 SITUATED IN THE SE1/4 NW1/4 OF SECTION 25 TOWNSHIP 24 SOUTH, RANGE 8 EAST  
16 OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON. ("Property") and  
17 constitutes a valid lien against the Property.

18 5.

19 Defendant WESLEY J. OLSON failed to comply with the terms of the Note and Deed of  
20 Trust by failing to make the payments required by the terms of the Note and Deed of Trust. Pursuant  
21 to the terms of the Note and Deed of Trust, Plaintiff declared all sums due and owing under the Note  
22 and Deed of Trust immediately due and payable.

23 6.

24 The Deed of Trust is a valid first priority lien encumbering the Property, is superior to any  
25 interest, lien, or claim of the Defendants and any other party in the Property, which are hereby  
26 foreclosed and terminated, excepting only any statutory right of redemption to which the Defendant  
27 may be entitled under Oregon law.

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7.

A judgment of foreclosure in the amount of \$280,231.80 shall be granted in favor of Plaintiff, and its successors and/or assigns, as further described below (“Judgment”).

8.

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

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

10.

That 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 Judgment and paid from the proceeds from the sale of the Property.

11.

That Defendant WESLEY J. OLSON, and all parties claiming through or under 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.

12.

That Defendant WESLEY J. OLSON is not entitled to a homestead exemption on account of his interest in the Property.

13.

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

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14.

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 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.

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.

16.

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

17.

This suit does not constitute an attempt to collect the debt against Defendants WESLEY J. OLSON. Rather, it is a suit to execute upon the Property as security for the Judgment.

**JUDGMENT**

**1. Judgment Creditor:**

THE BANK OF NEW YORK MELLON FKA  
THE BANK OF NEW YORK, AS TRUSTEE  
FOR THE CERTIFICATEHOLDERS OF  
CWALT, INC., ALTERNATIVE LOAN  
TRUST 2006-31CB, MORTGAGE PASS-  
THROUGH CERTIFICATES, SERIES 2006-  
31CB

Address:

C/O MALCOLM ♦ CISNEROS, A Law  
Corporation  
2112 Business Center Drive, 2<sup>nd</sup> Floor  
Irvine, California 92612

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**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 Money Award:**

N/A

**3. Judgment Amount:**

\$275,611.71

**4. Pre-Judgment Interest:**

Simple interest to accrue on \$203,345.50 from June 12, 2015 to the date the Judgment is entered into the Court's register at 6.750% per annum, \$37.61 per diem.

**5. Post-Judgment Interest:**

Simple interest to accrue on \$280,231.80 plus Pre-Judgment Interest from the day after the 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.

**6. Periodic accrual:**

N/A

**7. Attorney's Fees and Costs:**

An award of \$4,620.09 in attorney's fees and costs is made for Judgment of Foreclosure

**Attorney's Fees:** \$2,800.00  
**Filing:** \$505.00  
**Lit Guarantee:** \$785.00

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Recording: \$42.00  
Service: \$475.00  
UPS: \$13.09

DATED this: \_\_\_ day of \_\_\_\_\_, 2015

Signed: 8/18/2015 01:20 PM

  
CIRCUIT COURT JUDGE

Submitted by:



Dated: 8/11/15

- Nathan F. Smith, OSB #120112
- Richard J. Bayless, OSB #101826  
Attorneys for Plaintiff  
MALCOLM ♦ CISNEROS, ALC  
2112 Business Center Drive  
Irvine, California 92612  
(949) 252-9400 (TELEPHONE)  
(949) 252-1032 (FAX)  
nathan@mclaw.org