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SEP 15 2017
LANE CO. CIRCUIT COURT

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

M&T BANK,

Plaintiff,

vs.

SCOTT B. DAVIS, an individual; CITY OF EUGENE, a government entity; 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: 16CV11040

WRIT OF EXECUTION IN FORECLOSURE

TO: THE SHERIFF OF LANE COUNTY, OREGON:

1.

WHEREAS, on August 22, 2017, 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 Defendants SCOTT B. DAVIS and CITY OF
2 EUGENE ("Defendants") had on August 30, 2007, the date of the foreclosed Deed of Trust which
3 was recorded on September 10, 2007, as Instrument No. 2007-063089 in the official records of the
4 Lane County Recorder's Office, and/or all of the interest which Defendants had thereafter, in the real
5 property described in the Judgment to satisfy the Judgment as follows:

6
7 **Lender's Principal Judgment:**

8 Unpaid Principal Balance: \$93,398.12

9 Pre-Judgment Interest from August 1,
10 2015 to May 15, 2017, the date set forth
11 in the Judgment at 6.750%, per annum,

12 (\$17.27 per diem): \$10,749.01

13 Lender's Fees and Costs: \$2,708.61

14 Attorney's Fees and Costs: \$3,451.00

15
16 ***Total Judgment Entered:*** \$110,306.74

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

19 Accrued Interest from May 16, 2017,
20 the day after the date set forth in the
21 Judgment through August 22, 2017, the
22 date of entry of the Judgment, at 6.75%,
23 per annum (\$17.27 per diem):

\$1,692.46

24
25 ***Total Judgment Entered Including***

26 ***Additional Pre-Judgment***

27 ***Interest:***

28 ***\$111,999.20***

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.

5
6 SEP 18 2017



9
10 Submitted by: *[Signature]*

Angie Jones
Court Clerk

11
12 Dated: *9/6/17*

13 Nathan F. Smith, OSB #120112
14 Attorney for Plaintiff
15 MALCOLM ♦ CISNEROS, A Law Corporation
16 2112 Business Center Drive, Second Floor
17 Irvine, California 92612
18 Phone: (949) 252-9400
19 Fax: (949) 252-1032
20 Email: nathan@mclaw.org

Exhibit 1

Unit 2143, Building No. 68, WESTMORELAND VILLAGE CONDOMINIUMS, recorded July 31, 2007, Reception No. 2007-053308, Lane County Deeds and Records, in Lane County, Oregon, together with an undivided interest in the common elements appertaining to said unit, as set forth in Condominium Declaration for Westmoreland Village Condominium recorded July 31, 2007, Reception No. 2007-053309, Lane County Deeds and Records, in Lane County, Oregon.

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

M&T BANK,

Plaintiff,

vs.

SCOTT B. DAVIS, an individual; CITY OF EUGENE, a government entity; 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: 16CV11040

GENERAL JUDGMENT OF FORECLOSURE AGAINST:

- 1. SCOTT B. DAVIS AND
- 2. CITY OF EUGENE

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1.

THIS MATTER, coming on regularly before the Court, and it appearing from the record herein that Plaintiff, M&T BANK ("Plaintiff"), filed its Complaint for Foreclosure of Deed of Trust; that Defendants SCOTT B. DAVIS and CITY OF EUGENE ("Defendants") were duly served with the Summons and Complaint as required by law; that Defendants failed to appear, that an orders of defaults have been entered against them on Plaintiff's Complaint, and that Plaintiff is entitled to entry of a General Judgment foreclosing Plaintiff's deed of trust against the property commonly known as 2143 W 15TH CT UNIT #2143, EUGENE, OREGON 97402-3409 ("Property") and extinguishing any and all interest of the Defendants in the Property.

2.

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

3.

Plaintiff is the holder of that certain promissory note ("Note"), dated August 30, 2007, in the amount of \$104,900.00, and executed by SCOTT B. DAVIS.

4.

The Note is secured by that certain deed of trust ("Deed of Trust") dated August 30, 2007 and executed by SCOTT B. DAVIS. The Deed of Trust was recorded on September 10, 2007 under the recording number 2007-063089 of the Official Records of Lane County, Oregon, against the Property, which is legally described as: See Exhibit "1" attached hereto. ("Property") and constitutes a valid lien against the Property.

5.

The terms of the Note and Deed of Trust are in breach, therefore, Plaintiff has now declared all sums due and owing under the Note and Deed of Trust as immediately due and payable.

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

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

3 7.

4 A judgment of foreclosure in the amount of \$110,306.74 shall be granted in favor of Plaintiff,
5 and its successors and/or assigns, as further described below in the Declaration of Amount Owed –
6 Not a Money Award (“Amount Owed”).

7 8.

8 The Property is hereby ordered to be sold by law and the proceeds of sale applied toward the
9 satisfaction of Plaintiff's Amount Owed herein; and the surplus, if any to the Clerk of the Court to be
10 disbursed to such party or parties as may establish their right thereto.

11 9.

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

14 10.

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

20 11.

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

25 12.

26 Defendant SCOTT B. DAVIS is not entitled to a homestead exemption in the Property.
27
28

1 13.

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

4 14.

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

10 15.

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

14 16.

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

17 17.

18 This suit does not constitute an attempt to collect the debt against Defendant SCOTT B.
19 DAVIS. Rather, it is a suit to execute upon the Property as security for the Amount Owed.

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DECLARATION OF DEBT SECURED BY DEED OF TRUST

(Pursuant to Senate Bill 368)

18.

Under the terms of the Deed of Trust and the Note dated August 30, 2007, in the original principal amount of \$104,900.00, there is now due and owing the following amounts; to be hereinafter described as the Amount Due:

DECLARATION OF AMOUNT OWED – NOT A MONEY AWARD

- 1. Judgment Creditor:** M&T BANK
Address: c/o MALCOLM ♦ CISNEROS,
A Law Corporation
2112 Business Center Drive, 2nd Floor
Irvine, California 92612
- Judgment Attorney:** Nathan F. Smith
Address: MALCOLM ♦ CISNEROS, A Law Corporation
2112 Business Center Drive, 2nd Floor
Irvine, California 92612
- Telephone Number:** (949) 252-9400
- 2. Persons or Public Bodies**
Entitled to
a Portion the Judgment: N/A
- 3. Judgment Amount:** \$106,855.74
- 4. Pre-Judgment Interest:** Simple interest to accrue on \$93,398.12 from May 16, 2017 to the date the Judgment is entered into the Court's register at 6.75% per annum, \$17.27 per diem.

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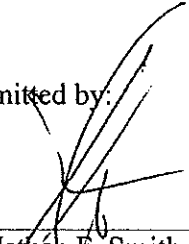
- 5. Post-Judgment Interest:** Simple interest to accrue on \$110,306.74 plus Pre-Judgment Interest from the day after the General Judgment is entered to the date upon which the Writ of Execution in Foreclosure is levied at the legal rate of interest or 9% per annum, whichever is greater.
- 6. Periodic accrual:** N/A
- 7. Attorney's Fees and Costs:** An award of \$3,451.00 in attorney's fees and costs is made.

Signed: 8/18/2017 03:47 PM



Charles D. Carlson, Circuit Court Judge

Submitted by:



Dated: 8/9/17

Nathan F. Smith, OSB #120112
Attorney for Plaintiff
MALCOLM ♦ CISNEROS, A Law Corporation
2112 Business Center Drive
Irvine, California 92612
Phone: (949) 252-9400
Fax: (949) 252-1032
Email: nathan@mclaw.org

Exhibit 1



[REDACTED]

LEGAL DESCRIPTION

Unit 2143, Building No. 68, WESTMORELAND VILLAGE CONDOMINIUMS, recorded July 31, 2007, Reception No. 2007-053308, Lane County Deeds and Records, in Lane County, Oregon, together with an undivided interest in the common elements appertaining to said unit, as set forth in Condominium Declaration for Westmoreland Village Condominium recorded July 31, 2007, Reception No. 2007-053309, Lane County Deeds and Records, in Lane County, Oregon.

[REDACTED]

[REDACTED]