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

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

Plaintiff,

vs.

DUSTY SURFACE AKA DUSTY E.
SURFACE, an individual; AMERICAN
GENERAL FINANCIAL SERVICES (DE),
INC., a 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.

Defendants.

CASE NUMBER: 16CV38430

WRIT OF EXECUTION IN FORECLOSURE

TO: THE SHERIFF OF LANE COUNTY, OREGON:

1.

WHEREAS, on May 5, 2017, in the above-entitled Court, a General Judgment of Foreclosure
("Judgment") was entered and docketed in the above-entitled and numbered proceeding

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 redemption, if applicable), all of the interest which the Defendants DUSTY SURFACE AKA DUSTY E. SURFACE and AMERICAN GENERAL FINANCIAL SERVICES (DE), INC. ("Defendants") had on December 10, 2005, the date of the foreclosed Deed of Trust which was recorded on January 24, 2006, as Instrument No. 2006-005307 in the official records of the Lane County Recorder's Office, and/or all of the interest which Defendants had thereafter, in the real property described in the Judgment to satisfy the Judgment as follows:

Lender's Principal Judgment:

| | |
|--|---------------------|
| Unpaid Principal Balance: | \$141,566.31 |
| Pre-Judgment Interest from May 1, 2013 to March 10, 2017, the date set forth in the Judgment at variable rates, per annum, (\$35.88 per diem): | \$51,017.62 |
| Lender's Fees and Costs: | \$18,412.09 |
| Attorney's Fees and Costs: | \$3,878.00 |
| Total Judgment Entered: | \$214,874.02 |

Additional Pre-Judgment Interest:

| | |
|---|------------|
| Accrued Interest from March 11, 2017, the day after the date set forth in the Judgment through May 5, 2017, the date of entry of the Judgment, at variable rates, per annum (\$35.88 per diem): | \$1,973.40 |
|---|------------|

1 *Total Judgment Entered Including*

2 *Additional Pre-Judgment*

3 *Interest:* *\$216,847.42*

4 3.

5 Additionally, Plaintiff is entitled to the accrual of post-judgment interest on *\$216,847.42* at
6 the legal rate of interest of 9% per annum, \$53.46 per diem, from May 6, 2017 to the date the real
7 property subject to the Judgment is sold by the County Sheriff at its foreclosure auction, plus costs of
8 this Writ, Sherriff's fees and sale costs, and all other recovered costs pursuant to law.

9 4.

10 The real property subject to this writ of execution is commonly known as 95339 Ayres Lane,
11 Junction City, OR 97448 ("Property") and described in Exhibit "1" attached hereto.

12 5.

13 The Judgment Creditor's name and address is:

14 U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust
15 c/o Caliber Home Loans
16 13801 Wireless Way
17 Oklahoma City, OK 73134-2500

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

19 U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust
20 c/o Malcolm & Cisneros, ALC (Attention: Nathan F. Smith)
21 2112 Business Center Drive
22 Irvine, CA 92612
23 949-252-9400

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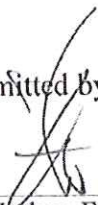
THEREFORE, in the name of the State of Oregon, you are hereby commanded to seize and sell the Property, in the manner prescribed by law; or so much thereof as may be necessary to satisfy the Judgment, interest, fees, and costs.

MAKE RETURN HEREOF within 60 days after you receive this Writ.

May 16, 2017

By: *Alison*
Court Clerk

Submitted by:



Dated: 5/12/17

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



EXHIBIT 1

Beginning at the Southeast corner of Section 20, Township 15 South, Range 4 West of the Willamette Meridian; thence West 2003.48 feet and North 2168.40 feet to the true point of beginning on the centerline of a 50.00 foot roadway, being referenced on the ground by an iron pin bearing North 3° 27' 43" East 25.04 feet; thence North 3° 27' East 243.12 feet to a point marked by an iron pin; thence North 87° 39' West 56.00 feet to an iron pin set on the Easterly line of U.S. Highway 99 East (being a line parallel with and 30 feet Easterly from, when measured at right angles to, the centerline of said Highway as now constructed and traveled); thence South 30° 29' 30" West 283.61 feet along the Easterly line of said Highway to an iron pin set on the centerline of said 50.00 foot roadway; thence South 89° 49' 10" East 185.19 feet to the true point of beginning, in Lane County, Oregon.

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

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

Plaintiff,

vs.

DUSTY SURFACE AKA DUSTY E.
SURFACE, an individual; AMERICAN
GENERAL FINANCIAL SERVICES (DE),
INC., a 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.

Defendants.

CASE NUMBER: 16CV38430

GENERAL JUDGMENT OF
FORECLOSURE AGAINST:

1. DUSTY SURFACE AKA DUSTY
E. SURFACE
2. AMERICAN GENERAL
FINANCIAL SERVICES (DE), INC.

1.

THIS MATTER, coming on regularly before the Court, and it appearing from the record herein that Plaintiff, U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust ("Plaintiff"), filed its Complaint for Foreclosure of Deed of Trust; that Defendants DUSTY SURFACE AKA DUSTY E. SURFACE and AMERICAN GENERAL FINANCIAL SERVICES

1 (DE), INC. ("Defendants") were duly served with the Summons and Complaint as required by law;
2 that Defendants failed to appear, that an order of default has been entered against them on Plaintiff's
3 Complaint, and that Plaintiff is entitled to entry of a General Judgment foreclosing Plaintiff's deed of
4 trust against the property commonly known as 95339 Ayres Lane, Junction City, OR 97448
5 ("Property") and extinguishing any and all interest of the Defendants in the Property.

6 2.

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

9 3.

10 Plaintiff is the holder of that certain Adjustable Rate Note ("Note"), dated December 10,
11 2005, in the amount of \$160,000.00, and executed by DUSTY E. SURFACE.

12 4.

13 The Note is secured by that certain Deed of Trust ("Deed of Trust") dated December 10,
14 2005 and executed by DUSTY E. SURFACE. The Deed of Trust was recorded on January 24, 2006
15 under the recording number 2006-005307 of the Official Records of Lane County, Oregon, against
16 the Property, which is legally described as: See Exhibit "1" attached hereto. ("Property") and
17 constitutes a valid lien against the Property.

18 5.

19 DUSTY SURFACE AKA DUSTY E. SURFACE defaulted under the terms of the Note and
20 Deed of Trust. Pursuant to the terms of the Note and Deed of Trust, Plaintiff declares all sums due
21 and owing under the Note and Deed of Trust immediately due and payable.

22 6.

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

27 ///

28 ///

1 7.

2 A judgment of foreclosure in the amount of \$214,874.02 shall be granted in favor of Plaintiff
3 and its successors and/or assigns, as further described below in the Declaration of Amount Owed --
4 Not a Money Award ("Amount Owed").

5 8.

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

9 9.

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

12 10.

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

18 11.

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

23 12.

24 Defendants DUSTY SURFACE AKA DUSTY E. SURFACE and AMERICAN GENERAL
25 FINANCIAL SERVICES (DE), INC. are not entitled to a homestead exemption in the Property.

26 13.

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

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14.

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.

This Court shall retain jurisdiction to enforce all provisions of this General 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 Amount Owed.

17.

This suit does not constitute an attempt to collect the debt against Defendants DUSTY SURFACE AKA DUSTY E. SURFACE and AMERICAN GENERAL FINANCIAL SERVICES (DE), INC. Rather, it is a suit to execute upon the Property as security for the Amount Owed.

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5. Post-Judgment Interest:

Simple interest to accrue on \$214,374.02 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.

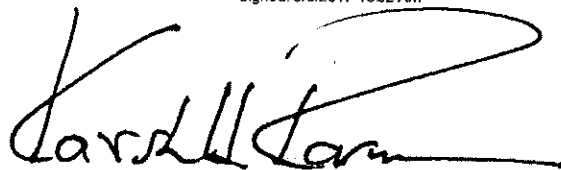
6. Periodic accrual:

N/A

7. Attorney's Fees and Costs:

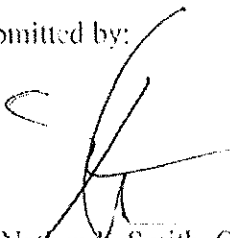
An award of \$3,878.00 in attorney's fees and costs is made.

Signed: 5/5/2017 10:02 AM



Karsten H. Rasmussen, Circuit Court Judge

Submitted by:



Dated:

5/26/17

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

EXHIBIT 1

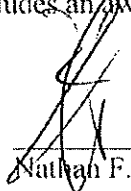
Beginning at the Southeast corner of Section 20, Township 15 South, Range 4 West of the Willamette Meridian; thence West 2003.48 feet and North 2168.40 feet to the true point of beginning on the centerline of a 50.00 foot roadway, being referenced on the ground by an iron pin bearing North 3° 27' 43" East 25.04 feet; thence North 3° 27' East 245.12 feet to a point marked by an iron pin; thence North 87° 39' West 56.00 feet to an iron pin set on the Easterly line of U.S. Highway 99 East (being a line parallel with and 30 feet Easterly from, when measured at right angles to, the centerline of said Highway as now constructed and traveled); thence South 30° 29' 30" West 283.61 feet along the Easterly line of said Highway to an iron pin set on the centerline of said 50.00 foot roadway; thence South 89° 49' 10" East 185.19 feet to the true point of beginning, in Lane County, Oregon.

CERTIFICATE OF READINESS

This proposed Order or Judgment is ready for judicial signature because:

- Service is not required pursuant to subsection (3) of UTCR 5.100, or by statute, rule or otherwise.
- The relief sought is against an opposing party who has been found in default.
- An order of default is being requested with this proposed judgment.
- 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.
- 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.
- I have served a copy of this order or judgment on all parties entitled to service and:
 - No objection has been served on me.
 - 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.
 - After conferring about objections, [role and name of opposing party] agreed to independently file any remaining objection.
- This is a proposed judgment that includes an award of punitive damage.

DATED: 9/26, 2017

By: 
 Nathan F. Smith, OSB #120112
 Attorney for Plaintiff
 MALCOLM ♦ CISNEROS, A Law Corporation
 2112 Business Center Drive, Second Floor
 Irvine, California 92612
 (949) 252-9400 (TELEPHONE)
 (949) 252-1032 (FAX)

COURT OF APPEALS
 COUNTY OF ORANGE
 IN AND FOR THE COUNTY OF ORANGE
 CIVIL CASE NO. 17-00000000-0000
 PLAINTIFF
 MALCOLM ♦ CISNEROS
 THE COURT OF APPEALS OF THE STATE OF CALIFORNIA
 PAGE 1
 01/17/17
 CERTIFIED TO THE CLERK OF THE COURT



Malcolm ♦ Cisneros, A Law Corporation
 2112 Business Center Drive, Second Floor
 Irvine, CA 92612