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

BANK OF AMERICA, N.A.,

CASE NUMBER: 16CV42406

Plaintiff,

vs.

WRIT OF EXECUTION IN FORECLOSURE

PAULA L. ATKINS, an individual;
LAWRENCE E. ATKINS, an individual;
PAULA L. ATKINS, TRUSTEE OF THE
LAWRENCE E. ATKINS REVOCABLE
LIVING TRUST OF AUGUST 5, 2009, ;
PAULA L. ATKINS, TRUSTEE OF THE
PAULA L. ATKINS REVOCABLE LIVING
TRUST OF AUGUST 5, 2009, N/A;
RUNNING Y RANCH RESORT OWNERS
ASSOCIATION, an association; 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 June 6, 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

1 commanded to sell, in the manner prescribed by law for the sale of real property upon (subject to
2 redemption, if applicable), all of the interest which the Defendants PAULA L. ATKINS, PAULA L.
3 ATKINS, TRUSTEE OF THE LAWRENCE E. ATKINS REVOCABLE LIVING TRUST OF
4 AUGUST 5, 2009 AND PAULA L. ATKINS, TRUSTEE OF THE PAUL L. ATKINS
5 REVOCABLE LIVING TRUST OF AUGUST 5, 2009 (“Defendants”) had on November 13,
6 2006, the date of the foreclosed Deed of Trust which was recorded on December 11, 2006, as
7 Instrument No. 2006-024505 in the official records of the Klamath County Recorder’s Office, and/or
8 all of the interest which Defendants had thereafter, in the real property described in the Judgment to
9 satisfy the Judgment as follows:

10 **Lender’s Principal Judgment:**

Unpaid Principal Balance:	\$232,350.42
Pre-Judgment Interest from January 1, 2015 to May 10, 2017, the date set forth in the Judgment at 3.875%, per annum, (\$24.6673 per diem):	\$17,357.84
Lender’s Fees and Costs:	\$3,133.48
Attorney’s Fees and Costs:	\$3,808.00

15 ***Total Judgment Entered:*** ***\$256,649.74***

16 **Additional Pre-Judgment Interest:**

Accrued Interest from May 11, 2017, the day after the date set forth in the Judgment through June 6, 2017, the date of entry of the Judgment, at 3.875%, per annum (\$24.6673 per diem):	\$641.35
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21 ***Total Judgment Entered Including***
22 ***Additional Pre-Judgment***
23 ***Interest:*** ***\$257,291.09***

24 3.

25 Additionally, Plaintiff is entitled to the accrual of post-judgment interest on ***\$257,291.09*** at
26 the legal rate of interest of 9% per annum, \$63.44 per diem, from June 7, 2017 to the date the real
27 property subject to the Judgment is sold by the County Sheriff at its foreclosure auction, plus costs of
28 this Writ, Sherriff’s fees and sale costs, and all other recovered costs pursuant to law.

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4.

The real property subject to this writ of execution is commonly known as LOT 1187, KLAMATH FALLS, OR 97601 ("Property") and described in Exhibit "1" attached hereto.

5.

The Judgment Creditor's name and address is:

BANK OF AMERICA, N.A.
100 N. Tyron St.
Charlotte, North Carolina 28255-4000

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

BANK OF AMERICA, N.A.
c/o Malcolm & Cisneros, ALC (Attention: Nathan F. Smith)
2112 Business Center Drive
Irvine, CA 92612
949-252-9400

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.

Submitted by:



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

07/11/17 John M. Powell - TCA
Clerk
Dated: 6/21/17




EXHIBIT 1

Lot 1187, Running Y Resort, Phase 13, Tract 1429, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.



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

BANK OF AMERICA, N.A.,

Plaintiff,

vs.

PAULA L. ATKINS, an individual;
LAWRENCE E. ATKINS, an individual;
PAULA L. ATKINS, TRUSTEE OF THE
LAWRENCE E. ATKINS REVOCABLE
LIVING TRUST OF AUGUST 5, 2009;
PAULA L. ATKINS, TRUSTEE OF THE
PAULA L. ATKINS REVOCABLE LIVING
TRUST OF AUGUST 5, 2009; RUNNING Y
RANCH RESORT OWNERS
ASSOCIATION, an association; 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: 16CV42406

**GENERAL JUDGMENT OF
FORECLOSURE AGAINST:**

- (1) PAULA L. ATKINS
- (2) PAULA L. ATKINS, TRUSTEE OF THE
LAWRENCE E. ATKINS REVOCABLE
LIVING TRUST OF AUGUST 5, 2009
- (3) PAULA L. ATKINS, TRUSTEE OF THE
PAULA L. ATKINS REVOCABLE
LIVING TRUST OF AUGUST 5, 2009
- (4) RUNNING Y RANCH RESORT
OWNERS ASSOCIATION

1.

THIS MATTER, coming on regularly before the Court, and it appearing from the record herein that Plaintiff, BANK OF AMERICA, N.A. ("Plaintiff"), filed its Complaint for Foreclosure of Deed of Trust; that Defendant RUNNING Y RANCH RESORT OWNERS ASSOCIATION ("Defendant") was duly served with the Summons and Complaint as required by law; that Defendant failed to appear, that an order of default has been entered against them on Plaintiff's Complaint, and

1 that Plaintiff is entitled to entry of a General Judgment foreclosing Plaintiff's deed of trust against
2 the property commonly known as LOT 1187, KLAMATH FALLS, OR 97601 ("Property") and
3 extinguishing any and all interest of the Defendants in the Property.

4 2.

5 Plaintiff has entered into a stipulated limited judgment with Defendants PAULA L. ATKINS,
6 PAULA L. ATKINS, TRUSTEE OF THE LAWRENCE E. ATKINS REVOCABLE LIVING
7 TRUST OF AUGUST 5, 2009 and PAULA L. ATKINS, TRUSTEE OF THE PAULA L. ATKINS
8 REVOCABLE LIVING TRUST OF AUGUST 5, 2009 ("Stipulated Limited Judgment of
9 Foreclosure"). The Stipulated Limited Judgment of Foreclosure was entered in this matter on or
10 about May 26, 2017. A copy of the Stipulated Limited Judgment of Foreclosure is attached hereto
11 as Exhibit "1."

12 3.

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

15 4.

16 Plaintiff is the holder of that certain adjustable rate note ("Note"), dated November 13, 2006,
17 in the amount of \$256,500.00, and executed by LAWRENCE E. ATKINS and PAULA L. ATKINS.

18 5.

19 The Note is secured by that certain deed of trust ("Deed of Trust") dated November 13, 2006
20 and executed by LAWRENCE E. ATKINS and PAULA L. ATKINS. The Deed of Trust was
21 recorded on December 11, 2006 under the recording number 2006-024505 of the Official Records of
22 Klamath County, Oregon, against the Property, which is legally described in Exhibit "2" attached
23 hereto. ("Property") and constitutes a valid lien against the Property.

24 6.

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

27 7.

28 The Deed of Trust is a valid first priority lien encumbering the Property, is superior to any

1 interest, lien, or claim of the Defendants and any other party in the Property, which are hereby
2 foreclosed and terminated, excepting only any statutory right of redemption to which the Defendants
3 may be entitled under Oregon law.

4 8.

5 A judgment of foreclosure in the amount of \$256,649.74 shall be granted in favor of Plaintiff,
6 and its successors and/or assigns, as further described below in the Declaration of Amount Owed –
7 Not a Money Award (“Amount Owed”).

8 9.

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

12 10.

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

15 11.

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

21 12.

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

26 13.

27 Defendants LAWRENCE E. ATKINS and PAULA L. ATKINS are not entitled to a
28 homestead exemption in the Property.

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14.

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

15.

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.

16.

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.

17.

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

18.

This suit does not constitute an attempt to collect the debt against Defendants PAULA L. ATKINS, PAULA L. ATKINS, TRUSTEE OF THE LAWRENCE E. ATKINS REVOCABLE LIVING TRUST OF AUGUST 5, 2009, PAULA L. ATKINS, TRUSTEE OF THE PAULA L. ATKINS REVOCABLE LIVING TRUST OF AUGUST 5, 2009, and RUNNING Y RANCH RESORT OWNERS ASSOCIATION. Rather, it is a suit to execute upon the Property as security for the Amount Owed.

DECLARATION OF DEBT SECURED BY DEED OF TRUST
(Pursuant to Senate Bill 368)

19.

Under the terms of the Deed of Trust and the Note dated November 13, 2006, in the original principal amount of \$256,500.00, there is now due and owing the following amounts, to be

1 hereinafter described as the Amount Due:

2 **DECLARATION OF AMOUNT OWED – NOT A MONEY AWARD**

- 3
- 4 **1. Judgment Creditor:** BANK OF AMERICA, N.A.
- 5 Address: c/o MALCOLM ♦ CISNEROS,
- 6 A Law Corporation
- 7 2112 Business Center Drive, 2nd Floor
- 8 Irvine, California 92612
- 9 **Judgment Attorney:** Nathan F. Smith
- 10 Address: MALCOLM ♦ CISNEROS, A Law Corporation
- 11 2112 Business Center Drive, 2nd Floor
- 12 Irvine, California 92612
- 13 Telephone Number: (949) 252-9400
- 14 **2. Persons or Public Bodies Entitled to**
- 15 **a Portion the Judgment:** N/A
- 16 **3. Judgment Amount:** \$252,841.74
- 17 **4. Pre-Judgment Interest:** Simple interest to accrue on \$232,350.42 from
- 18 May 11, 2017 to the date the Judgment is
- 19 entered into the Court's register at 3.875% per
- 20 annum, \$24.6673 per diem.
- 21 **5. Post-Judgment Interest:** Simple interest to accrue on \$256,649.74 plus
- 22 Pre-Judgment Interest from the day after the
- 23 General Judgment is entered to the date upon
- 24 which the Writ of Execution in Foreclosure is
- 25 levied at the legal rate of interest or 9% per
- 26 annum, whichever is greater.
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6. Periodic accrual:

N/A

7. Attorney's Fees and Costs:

An award of \$3,808.00 in attorney's fees and costs is made.

Signed: 6/1/2017 11:57 AM



Circuit Court Judge Cameron F. Wogan

Submitted by:



Dated:

6/1/17

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

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

BANK OF AMERICA, N.A.,
Plaintiff,

vs.

PAULA L. ATKINS, an individual;
LAWRENCE E. ATKINS, an individual;
PAULA L. ATKINS, TRUSTEE OF THE
LAWRENCE E. ATKINS REVOCABLE
LIVING TRUST OF AUGUST 5, 2009;
PAULA L. ATKINS, TRUSTEE OF THE
PAULA L. ATKINS REVOCABLE LIVING
TRUST OF AUGUST 5, 2009; RUNNING Y
RANCH RESORT OWNERS
ASSOCIATION, an association; 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: 16CV42406

**STIPULATED LIMITED JUDGMENT OF
FORECLOSURE AS TO DEFENDANTS
PAULA L. ATKINS, PAULA L. ATKINS,
TRUSTEE OF THE LAWRENCE E.
ATKINS REVOCABLE LIVING TRUST OF
AUGUST 5, 2009 AND PAULA L. ATKINS,
TRUSTEE OF THE PAULA L. ATKINS
REVOCABLE LIVING TRUST OF
AUGUST 5, 2009**

1

BANK OF AMERICA, N.A. ("Plaintiff"), by and through its attorney of record, Nathan F. Smith of
Malcolm ♦ Cisneros, A Law Corporation, and Stipulating Defendant(s) PAULA L. ATKINS,
PAULA L. ATKINS, TRUSTEE OF THE LAWRENCE E. ATKINS REVOCABLE LIVING
TRUST OF AUGUST 5, 2009, and PAULA L. ATKINS, TRUSTEE OF THE PAULA L. ATKINS

1 REVOCABLE LIVING TRUST OF AUGUST 5, 2009 ("Defendant Paula Atkins"), by and through
2 her attorney of record, Barry Ross ("Stipulating Defendant"), hereby stipulate as follows:

3 1. Plaintiff filed the Complaint for Judicial Foreclosure and Breach of Promissory Note on
4 December 27, 2016 in the Circuit Court of the State of Oregon for the County of Klamath
5 ("Complaint").

6 2. Defendant Paula Atkins is the record owner of the property located at LOT 1187,
7 KLAMATH FALLS, OR 97601 located in Klamath County, Oregon ("Property").

8 3. On or about November 13, 2006, Defendant Paula Atkins entered into a note ("Note") and a
9 deed of trust ("Deed of Trust") with Bank of America, N.A., the original lender. The Deed of Trust
10 was recorded with the Klamath County Recorder's Office on December 11, 2006 as Instrument
11 Number 2006-024505.

12 4. Plaintiff is the holder of the Note and Deed of Trust made, delivered, and executed by
13 Stipulating Defendant in the principal amount of \$256,500.00. The Note is secured by the first
14 priority Deed of Trust encumbering the Property ("Lien").

15 5. The legal description of the Property is as follows:

16 **See Exhibit "1" attached hereto.**

17 6. Stipulating Defendant failed to comply with the terms of the Note and Deed of Trust by
18 failing to make the payments due and owing according to the terms of the Note and Deed of Trust.
19 Pursuant to the terms of the Note and Deed of Trust, Plaintiff has now declared all sums due and
20 owing under the Note and Deed of Trust as immediately due and payable.

21 7. As of May 10, 2017 there is \$252,841.74 due and owing under the Note and Deed of Trust.
22 Furthermore, interest, fees, and costs continue to accrue under the Note and Deed of Trust. Judgment
23 in the amount of \$256,649.74 shall be granted in favor of BANK OF AMERICA, N.A., its
24 successors or assigns, and against Stipulated Defendant, as further described in the Money Award
25 and judgment below.

26 8. Plaintiff is entitled to recover its reasonable attorneys' fees and all reasonable and necessary
27 costs and expenses incurred in enforcing the Note and Deed of Trust.
28

1 9. Plaintiff's Lien is a valid first priority lien encumbering the Property, and is superior to any
2 interest, lien or claim of Stipulating Defendant. Stipulating Defendant, and all persons claiming by,
3 through, or under them, as purchasers, encumbrancers, or otherwise, are adjudged inferior and
4 subordinate to Plaintiff and are forever foreclosed of all interest, lien, or claim in the Property and
5 every portion thereof.

6 10. Plaintiff shall be entitled to foreclose on the Property and to sell the Property at a foreclosure
7 sale by the Klamath County Sheriff in the manner provided by law and in according with any
8 general judgment entered herein in order to satisfy all amounts due and owing under the Note and
9 Deed of Trust as adjudged below.

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

15 12. Plaintiff or any other party to this suit may become the purchaser at the sale of the Property.
16 The purchaser is entitled to exclusive and immediate possession of the Property from and after the
17 date of sale and is entitled to such remedies as are available at law to secure possession, and may
18 apply to the Clerk of the Court for a Writ of Assistance, if Stipulating Defendants or any other party
19 or person shall refuse to surrender possession of the property to the purchaser immediately on the
20 purchaser's demand for possession.

21 13. Plaintiff may credit bid up to the aggregate amount of its Money Award plus interest from
22 the date of this Judgment until sale without advancing any cash except money required for the
23 Sheriff's sale.

24 14. The proceeds from the sale are to be applied first toward the costs of sale, then toward the
25 satisfaction of Plaintiff's Judgment awarded herein and the surplus, if any to the Clerk of the Court
26 to be disbursed to such party or parties that may establish their rights thereto.

27 15. No deficiency judgment will be sought by Plaintiff against Stipulating Defendant. While
28

1 entry of this Judgment and the corresponding money award shall be entered against Stipulating
2 Defendant, Plaintiff will not seek to collect the Money Award from Stipulating Defendant but will
3 seek to execute upon the Property as security for the Money Award to the Plaintiff. Furthermore,
4 Plaintiff will not execute upon any deficiency remaining unsatisfied against Stipulating Defendant
5 from the proceeds of the foreclosure sale in accordance with ORS 86.7700.

6 16. Stipulating Defendant expressly waive their statutory right of redemption, if any. Stipulating
7 Defendant is not entitled to a homestead exemption on account of her interest in the property.

8 17. This Court shall retain jurisdiction over the Plaintiff and Stipulating Defendant ("Parties") to
9 enforce all provisions of this Judgment and to enter such additional order, judgment, or decree
10 necessary for the purchaser at the foreclosure sale to obtain possession of the Property.

11 18. This Judgment shall inure to the benefit of Plaintiff and Stipulating Defendant, their
12 successors and/or assignees.

13 19. The terms of this Judgment contain the entire agreement between the Parties and supersede
14 any and all other agreements, either oral or written, between the Parties. However, the Parties
15 anticipate that a Supplemental and/or General Judgment, may be filed with the Court to supplement
16 terms and conditions to this Judgment including but not limited to an updated amount due and owing
17 under the Note and Deed of Trust which the Parties consent to the Plaintiff filing without further
18 notice to Stipulating Defendants.

19 20. The Parties shall have the right to enforce the terms of this Judgment by Supplemental and/or
20 General Judgment or motion for declaratory judgment.

21 **MONEY AWARD**

- 22 1. Judgment Creditor: BANK OF AMERICA, N.A.
23 Address: c/o MALCOLM ♦ CISNEROS, A Law Corporation
24 2112 Business Center Drive, 2nd Floor
Irvine, California 92612
- 25 2. Judgment Attorney: Nathan F. Smith
26 Address: MALCOLM ♦ CISNEROS, A Law Corporation
2112 Business Center Drive, 2nd Floor
Irvine, California 92612
(949) 252-9400
- 27 Telephone Number:
- 28 3. Persons or Public Bodies Entitled to a
Portion the Money Award: N/A


- 1 4. Judgment Amount: \$252,841.74
2 5. Pre-Judgment Interest: Simple interest to accrue on \$232,350.42 from May
3 11, 2017 to the date the General Judgment is
4 6. Post-Judgment Interest: Simple interest to accrue on \$256,649.74 plus Pre-
5 Judgment Interest from the day after the General
6 Judgment is entered to the date upon which the Writ
7 of Execution in Foreclosure is levied at the legal
8 rate of interest or 9% per annum, whichever is
9 greater.
10 7. Periodic accrual: N/A
11 8. Attorney's Fees and Costs: An award of \$3,808.00 in attorney's fees and costs
12 is made for Judgment of Foreclosure
13
14

15
16 **IT IS SO ORDERED.**
17
18
19

20 Signed: 5/26/2017 03:01 PM

21
22
23
24
25 *Roxanne Osborne*
26 Circuit Court Judge Roxanne Osborne
27
28

PRESENTED BY:


Nathan F. Smith, OSB#120112
Attorney for BANK OF AMERICA,
N.A.

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Stipulated to by:

**APPROVED AND AGREED TO:
FOR BANK OF AMERICA, N.A.**

Accepted this 20 day of May, 2017

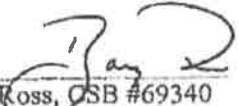


Nathan F. Smith, OSB #120112
Attorney for Plaintiff
MALCOLM + CISNEROS, A Law
Corporation
2112 Business Center Drive, Second Floor
Irvine, California 92612
(949) 252-9400 (TELEPHONE)
(949) 252-1032 (FAX)

APPROVED AS TO FORM:

FOR PAULA L. ATKINS, et al

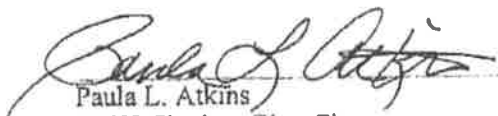
Accepted this 25 day of May, 2017



Barry Ross, OSB #69340
539 N. Glenoaks Blvd., Suite 305
Burbank, CA 91502-3213
Tel: 818-840-0950
Fax: 818-840-0990
BarryRoss@ROSSmediation.com

APPROVED AND AGREED TO:

Accepted this 19 day of MAY, 2017



Paula L. Atkins
19752 Shadow Glen Cir
Northridge, CA 91326

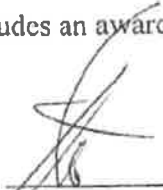
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CERTIFICATE OF READINESS

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 damages.

DATED: May 25, 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)

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CERTIFICATE OF SERVICE

I hereby certify that I have served a true copy of the foregoing STIPULATED LIMITED JUDGMENT OF FORECLOSURE on the below named individual(s) by mailing a copy in a sealed postage paid envelope addressed as set forth below and deposited in the U.S. Mail at Irvine, California:

PAULA L. ATKINS
c/o Barry Ross, Esq.
ROSS Mediation Services
539 N. Glenoaks Blvd., Suite 305
Burbank, CA 91502-3213

DATED: May 26, 2017

MALCOLM ♦ CISNEROS, A Law Corporation



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EXHIBIT 2

Lot 1187, Running Y Resort, Phase 13, Tract 1429, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

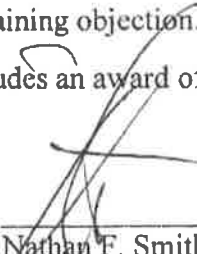
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CERTIFICATE OF READINESS

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 damages.

DATED: 6/1, 2017

By: 
 Nathan F. Smith, OSB #120112
 Attorney for Plaintiff
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