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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.

TIMOTHY D BECK, an individual; LISA BECK, 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: 16CV22086

WRIT OF EXECUTION IN FORECLOSURE

TO: THE SHERIFF OF KLAMATH COUNTY, OREGON:

1.

WHEREAS, on March 15, 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 redemption, if applicable), all of the interest which the Defendants TIMOTHY D BECK and LISA BECK ("Defendants") had on August 1, 2005, the date of the foreclosed Dced of Trust which was recorded on August 10, 2005, as Instrument No. M05-61596 in the official records of the Klamath County Recorder's Office, and/or all of the interest which Defendants had thereafter, in the real

1 property described in the Judgment to satisfy the Judgment as follows:

2

3 **Lender's Principal Judgment:**

4 Unpaid Principal Balance: \$97,343.52

5 Pre-Judgment Interest from August 1,
6 2005 to January 31, 2017, the date set
7 forth in the Judgment at 3.625%, per
8 annum, (\$9.6676 per diem):

\$5,674.37

9 Lender's Fees and Costs: \$1,582.84

10 Attorney's Fees and Costs: \$2,868.00

11 ***Total Judgment Entered:*** \$107,468.73

12

13 **Additional Pre-Judgment Interest:**

14 Accrued Interest from February 1,
15 2017, the day after the date set forth in
16 the Judgment through March 15, 2017,
17 the date of entry of the Judgment, at
18 3.625%, per annum (\$9.6676 per diem):

\$406.04

19 ***Total Judgment Entered Including
20 Additional Pre-Judgment
21 Interest:***

\$107,874.77

22

3.

23 Additionally, Plaintiff is entitled to the accrual of post-judgment interest on \$107,874.77 at
24 the legal rate of interest of 9% per annum, \$26.59 per diem, from March 16, 2017 to the date the real
25 property subject to the Judgment is sold by the County Sheriff at its foreclosure auction, plus costs of
26 this Writ, Sherriff's fees and sale costs, and all other recovered costs pursuant to law.

27

4.

28 The real property subject to this writ of execution is commonly known as Lot 1043 Running
Y Resort, Klamath Falls, OR 97601 ("Property") and described in Exhibit "1" attached hereto.

29

5.

30 The Judgment Creditor's name and address is:

31

Bank of America, N.A.

32

100 N. Tryon St.

33

Charlotte, North Carolina 28255

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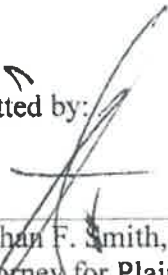
The Judgment Creditor's name and address for the purpose of this Writ is:

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:



4/21/17



Dated: 4/20/17

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

Lot 1043, Running Y Resort, Phase 12, First Addition, Tract 1426, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

County of KLAMATH)
STATE OF OREGON)

I hereby certify that the within is a true and correct copy and the whole of the original.

Clerk of Court

By Marcela Flores

Date 6/26/17



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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.

TIMOTHY D BECK, an individual; LISA BECK, 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: 16CV22086

GENERAL JUDGMENT OF FORECLOSURE AGAINST:

1. **TIMOTHY D BECK, AND**
2. **LISA BECK**

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

1 Deed of Trust; that Defendants TIMOTHY D BECK and LISA BECK (“Defendants”) were duly
2 served with the Summons and Complaint as required by law; that Defendants failed to appear, that
3 an order of default has been entered against them on Plaintiff’s Complaint, and that Plaintiff is
4 entitled to entry of a General Judgment foreclosing Plaintiff’s deed of trust against the property
5 commonly known as Lot 1043 Running Y Resort, Klamath Falls, OR 97601 (“Property”) and
6 extinguishing any and all interest of the Defendants in the Property.

7 2.

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

10 3.

11 Plaintiff is the holder of that certain promissory note (“Note”), dated August 1, 2005, in the
12 amount of \$111,815.00, and executed by TIMOTHY D BECK and LISA BECK.

13 4.

14 The Note is secured by that certain deed of trust (“Deed of Trust”) executed on or about
15 August 1, 2005, by TIMOTHY D BECK and LISA BECK. The Deed of Trust was recorded on
16 August 10, 2005 under the recording number M05-61596 of the Official Records of Klamath
17 County, Oregon, against the Property, which is legally described in Exhibit "1" (“Property”) and
18 constitutes a valid lien against the Property.

19 5.

20 Defendants TIMOTHY D BECK and LISA BECK failed to comply with the terms of the
21 Note and Deed of Trust by failing to make the payments required by the terms of the Note and Deed
22 of Trust. Pursuant to the terms of the Note and Deed of Trust, Plaintiff declared all sums due and
23 owing under the Note and Deed of Trust immediately due and payable.

24 6.

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

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7.

A judgment of foreclosure in the amount of \$107,468.73 shall be granted in favor of Plaintiff, and its successors and/or assigns, as further described below in the Declaration of Amount Owed – Not a Money Award (“Amount Owed”).

8.

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

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

10.

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 Amount Owed and paid from the proceeds from the sale of the Property.

11.

Defendants and all parties claiming an interest in the Property 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.

Defendants TIMOTHY D BECK and LISA BECK are not entitled to a homestead exemption in the Property.

13.

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.

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5. Post-Judgment Interest:

Simple interest to accrue on \$107,468.73 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.

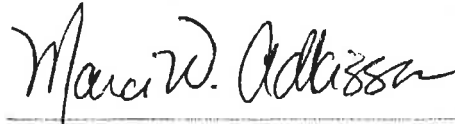
6. Periodic accrual:

N/A

7. Attorney's Fees and Costs:

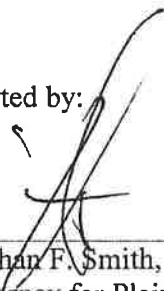
An award of \$2,868.00 in attorney's fees and costs is made.

Signed: 3/14/2017 03:32 PM



Circuit Court Judge Marci W. Adkisson

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

Dated: 3/13/17

EXHIBIT 1

Lot 1043, Running Y Resort, Phase 12, First Addition, Tract 1426, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

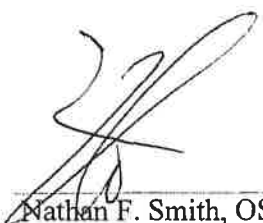
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CERTIFICATE OF READINESS

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

- Service is not required under UTCR 5.100 because the other party has been found in default or an order of default is being requested with this proposed Order or Judgment; because this Order or Judgment is submitted ex parte as allowed by statute or rule; or this Order or Judgment is being submitted in open court with all parties present.
- Each party affected by this Order or Judgment has stipulated to or approved the Order or Judgment, as shown by the signatures on the Order or Judgment.
- I have served a copy of this Order or Judgment and written notice of the objection period set out in UTCR 5.100 on all parties entitled to service and:
 - No objections have been served on me within that time frame;
 - I received objections that I could not resolve with the other party despite reasonable efforts to do so. I have filed with the Court a copy of the objections I received and indicated which objections remain unresolved.
 - After conferring about objections, the other party agreed to file any remaining objection with the Court.

DATED: 3/13/17

By: 

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