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

BANK OF AMERICA, N.A.,

Plaintiff,

vs.

ESTATE OF ARLAND L. WILLIAMS, an
Estate; MARY REID, an heir; UNKNOWN
HEIRS OF ARLAND L. WILLIAMS,
unknown heirs; 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: 16CV20145

WRIT OF EXECUTION IN FORECLOSURE

TO: THE SHERIFF OF MORROW COUNTY, OREGON:

1.

WHEREAS, on July 18, 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 ESTATE OF ARLAND L.
2 WILLIAMS, MARY REID, AND UNKNOWN HEIRS OF ARLAND L. WILLIAMS
3 (“Defendants”) had on December 11, 2009, the date of the foreclosed Deed of Trust which was
4 recorded on December 16, 2009, as Instrument No. 2009-25195 in the official records of the Morrow
5 County Recorder’s Office, and/or all of the interest which Defendants had thereafter, in the real
6 property described in the Judgment to satisfy the Judgment as follows:

7

8 **Lender’s Principal Judgment:**

9 Unpaid Principal Balance:	\$109,006.38
10 Pre-Judgment Interest from January 4, 11 2016 to March 24, 2017, the date set 12 forth in the Judgment at 5.560%, per 13 annum, (\$19.18 per diem):	\$398.52
14 Lender’s Fees and Costs:	\$5,144.73
15 Attorney’s Fees and Costs:	\$2,767.00
16	
17 <i>Total Judgment Entered:</i>	<i>\$117,316.36</i>

18

19 **Additional Pre-Judgment Interest:**

20 Accrued Interest from March 25, 2017 21 the day after the date set forth in the 22 Judgment through July 18, 2017, the 23 date of entry of the Judgment, at 24 5.560%, per annum (\$19.18 per diem):	\$2,205.70
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25

26 ***Total Judgment Entered Including***

27 ***Additional Pre-Judgment***

28 <i>Interest:</i>	<i>\$119,522.06</i>
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3.

Additionally, Plaintiff is entitled to the accrual of post-judgment interest on \$119,522.06 at the legal rate of interest of 9% per annum, \$29.47 per diem, from July 19, 2017 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 128 SE 13th Street, Irrigon, OR 97844 ("Property") and described in Exhibit "1" attached hereto.

5.

The Judgment Creditor's name and address is:

BANK OF AMERICA, N.A.
c/o Reverse Mortgage Solutions, Inc.
8930 S. Beck Avenue, Suite 111
Tempe, Arizona 85284-2864

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.

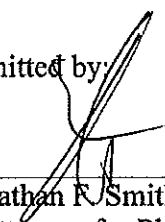
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1 MAKE RETURN HEREOF within 60 days after you receive this Writ.

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Daniell Bernside 9/27/17
Court clerk

Submitted by: 

Dated: 9/21/17

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”

LEGAL DESCRIPTION

"EXHIBIT A"

Parcel #1, PARTITION PLAT NO. 1997-13, in the City of Irrigon, County of Morrow and State of Oregon.

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

BANK OF AMERICA, N.A.,

Plaintiff,

vs.

ESTATE OF ARLAND L. WILLIAMS, an
Estate; MARY REID, an heir; UNKNOWN
HEIRS OF ARLAND L. WILLIAMS,
unknown heirs; 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: 16CV20145

**GENERAL JUDGMENT OF
FORECLOSURE AGAINST:**

- (1) ESTATE OF ARLAND L. WILLIAMS
- (2) MARY REID
- (3) UNKNOWN HEIRS OF ARLAND L. WILLIAMS

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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 Defendants Estate of Arland L. Williams, Mary Reid and Unknown Heirs of Arland L. Williams ("Defendants") were duly served with the Summons and Complaint as required by law; that Defendants failed to appear, that an order of default has 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 128 SE 13th Street, Irrigon, Oregon 97844 ("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 fixed rate note – closed end (home equity conversion) ("Note"), dated December 11, 2009, in the amount of \$150,000.00, and executed by Arland L. Williams and Virgil D. Seeley.

4.

The Note is secured by that certain deed of trust ("Deed of Trust") dated December 11, 2009 and executed by Arland L. Williams and Virgil D. Seeley. The Deed of Trust was recorded on December 16, 2009 under the recording number 2009-25195 of the Official Records of Morrow County, Oregon, against the Property, which is legally described in 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 \$117,316.63 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 Arland L. Williams is not entitled to a homestead exemption in the Property.

27 13.

28 Plaintiff may become purchaser at the Sheriff's Sale of the Property and may bid up to the

1 aggregate amount of its Amount Owed, plus any additional interest and reasonable costs until sale.

2 14.

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

8 15.

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

12 16.

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

15 17.

16 This suit does not constitute an attempt to collect the debt against Defendants Estate of
17 Arland L. Williams, Mary Reid and Unknown Heirs of Arland L. Williams. Rather, it is a suit to
18 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 December 11, 2009, in the original principal amount of \$150,000.00, 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:** BANK OF AMERICA, N.A.
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:** \$114,549.63
- 4. Pre-Judgment Interest:** Simple interest to accrue on \$109,006.38 from March 25, 2017 to the date the Judgment is entered into the Court's register at 5.560%% per annum, \$19.18 per diem.

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5. Post-Judgment Interest:

Simple interest to accrue on \$117,316.63 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:

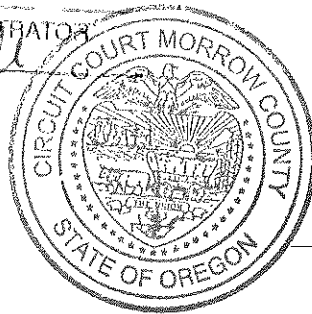
An award of \$2,767.00 in attorney's fees and costs is made.

CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL

Dated: 9/27/17

TRIAL COURT ADMINISTRATOR

D. Burrows



Signed: 7/13/2017 05:02 PM

Eva J. Temple

Eva J. Temple, Circuit Court Judge

Submitted by:

[Signature]

Dated:

5/16/17

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

LEGAL DESCRIPTION

"EXHIBIT A"

Parcel #1, PARTITION PLAT NO. 1997-13, in the City of Irrigon, County of Morrow and State of Oregon.