

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

THE BANK OF NEW YORK MELLON FKA
THE BANK OF NEW YORK, AS TRUSTEE
FOR THE CERTIFICATEHOLDERS OF
CWABS INC. ASSET-BACKED
CERTIFICATES, SERIES 2006-24,

CASE NO.: 1300414CV
WRIT OF EXECUTION

Plaintiff,

vs.

RANDY R. MESEC, an individual
KLAMATH MORTGAGE, INC. dba
KLAMATH RIVER MORTGAGE, an Oregon
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.

STATE OF OREGON)
) ss.
County of Klamath)

TO THE SHERIFF OF KLAMATH COUNTY OREGON:

WHEREAS, on October 9, 2013 by consideration of the Klamath County Circuit Court,
there was entered a General Judgment of Foreclosure as to Defendants. Said General Judgment
of Foreclosure was duly enrolled and docketed in the Trial Court Administrator's Office in said

WRIT OF EXECUTION -1-

ZIEVE, BRODNAX & STEELE, LLP
Amy F. Harrington, Esq.
One World Trade Center
121 Southwest Salmon St., 11th Floor
Portland, OR 97204
503-946-6558
aharrington@zicvclaw.com

1 County on October 9, 2013; a true copy of the General Judgment of Foreclosure is attached
2 hereto and made a part hereof.

3 Judgment Creditor: THE BANK OF NEW YORK MELLON FKA THE
4 BANK OF NEW YORK, AS TRUSTEE FOR THE
5 CERTIFICATEHOLDERS OF CWABS INC. ASSET-
6 Judgment Creditor Address: 55 Beattie Place, Suite 100
7 Greenville, SC 29601-2743

8 NOW THEREFORE IN THE NAME OF THE STATE OF OREGON, you are
9 commanded to sell the real property as by said General Judgment of Foreclosure according to
10 law (subject to redemption) all of the interest that the Defendant Randy R Mesec had on the 25th
11 day of September 2006, the date of the Mortgage, and also all of the interest that Defendants had
12 thereafter, in the real property described in the Judgment as:

13 LOT 19 AND 20 BLOCK 24 SECOND ADDITON TO THE CITY OF
14 KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON
15 FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY,
16 OREGON.

17 Tax Parcel Number: R214191

18 The street address of the real property to be levied upon is 1929 Sargent Ave, Klamath
19 Falls, OR 97601.

20 The above referenced property shall be sold to satisfy the following sums: The principal
21 balance amount of \$90,751.61; plus prejudgment interest in the amount of \$38,504.80; plus
22 additional prejudgment interest in the amount of \$933.70; plus Lender fees and costs in the
23 amount of \$10,390.73; plus attorney fees and costs in the amount of \$2,563.13; plus post-
24 judgment interest in the amount of \$49,378.78 (\$35.29 *per diem*); for a grand total of
25 \$192,522.74; Thus,

26 WRIT OF EXECUTION -2-

27 **ZIEVE, BRODNAX & STEELE, LLP**
28 Amy F. Harrington, Esq.
One World Trade Center
121 Southwest Salmon St., 11th Floor
Portland, OR 97204
503-946-6558
aharrington@zievelaw.com

1 THE TOTAL AMOUNT OF EXECUTION REQUESTED HEREON, STATED AS OF
2 THE DATE OF SUBMISSION (August 9, 2017) IS AS FOLLOWS:

3	Principal Balance	\$90,751.61
4	Pre-judgment Interest to 8/23/13	\$38,504.80
5	Additional pre-judgment interest to	
6	8/24/13 – 10/9/13 at 7.99%	
7	(\$19.8659 <i>per diem</i>)	\$933.70
8	Lender Fees and Costs	\$10,390.73
9	Attorney Fees and Costs	\$2,563.13
10	Post-judgment Interest 10/10/13 –	
11	8/9/17 at 9% (\$35.29 <i>per diem</i>)	\$49,378.78
12	Total due as of August 9, 2017	\$192,522.74 plus interest at 9% (\$35.29 <i>per diem</i>)

13 thereafter until the date of sale.

14 The proceeds of sale shall be applied, delivered, and distributed according to ORS
15 18.950.

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26 WRIT OF EXECUTION -3-

ZIEVE, BRODNAX & STEELE, LLP
Amy F. Harrington, Esq.
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1 The Sheriff is hereby authorized to continue execution under the writ and delay making a
2 return on the writ to a date not later than 150 days after the sheriff receives the writ as long as the
3 execution sale occurs no later than 150 days after the sheriff receives the writ pursuant to ORS
4 18.872.


5
6 August 25, 2017

7 John M. Powell

8
9 by Marcelo Flores
Clerk



10 Submitted by:

11
12 
Amy F. Harrington, OSB No. 123363

Verified Correct Copy of Original 8/10/2016.

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FILED
STATE OF OREGON

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CLERK OF COURT
BY: ENTERED

10/12/13
BY RLA

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

THE BANK OF NEW YORK MELLON
FKA THE BANK OF NEW YORK, AS
TRUSTEE FOR THE
CERTIFICATEHOLDERS OF CWABS
INC., ASSET-BACKED CERTIFICATES,
SERIES 2006-24,

Plaintiff,

vs.

RANDY R. MESEC, an individual;
KLAMATH MORTGAGE, INC. dba
KLAMATH RIVER MORTGAGE, an
Oregon Corporation; and all other persons or
parties 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, collectively
designated as DOES 1 through 50, inclusive.

Defendants.

CASE NUMBER: 1300414CV

GENERAL JUDGMENT OF
FORECLOSURE AGAINST:

- (1) RANDY R. MESEC
- (2) KLAMATH MORTGAGE, INC. dba
KLAMATH RIVER MORTGAGE

1300414CV
JGGM
Judgment - General Creates Lien
6471273



1.

THIS MATTER, coming on regularly before the Court on this day and it appearing from the record herein that Plaintiff THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWABS INC., ASSET-BACKED CERTIFICATES, SERIES 2006-24 ("Plaintiff") filed its Complaint for Foreclosure of Deed of Trust; that Defendants Randy R. Mesec and Klamath Mortgage, Inc. dba Klamath River Mortgage (collectively referred to as "Defendants") were duly served with the Summons and Complaint as required by law; that Defendants failed to appear, and that the ORDER FOR ENTRY OF DEFAULT

1 AGAINST DEFENDANTS RANDY R. MESEC AND KLAMATH MORTGAGE, INC. dba
2 KLAMATH RIVER MORTGAGE has been entered against them on Plaintiff's Complaint.

3 2.

4 Plaintiff hereby requests that this General Judgment be entered into the Court's register to
5 accomplish the foreclosure of any and all interest of the Defendants in the real property subject to
6 this foreclosure action, located at 1929 SARGENT AVE, KLAMATH FALLS, OR 97601.

7 3.

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

10 4.

11 That Plaintiff is the holder of the promissory note ("Note"), dated September 26, 2006, and
12 made, delivered, and executed by Randy R. Mesec, in the amount of \$92,000.00.

13 5.

14 That the Note is secured via the Deed of Trust executed and delivered by GOLF SAVINGS
15 BANK on or about September 25, 2006, under the recording number 2006-019736 of the Official
16 Records of Klamath County, Oregon, by the property located at 1929 SARGENT AVE, KLAMATH
17 FALLS, OR 97601, Parcel No. R214191, legally described as
18 **LOTS 19 AND 20, BLOCK 24 SECOND ADDITON TO THE CITY OF KLAMATH FALLS,**
19 **ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE**
20 **COUNTY CLERK OF KLAMATH COUNTY, OREGON.**

21 ("Property") which constitutes a valid lien ("Lien").

22 6.

23 That Defendant Randy R. Mesec failed to comply with the terms of the Note and Deed of
24 Trust by failing to make the payments due and owing according to the terms of the Note and Deed of
25 Trust. Pursuant to the terms of the Note and Deed of Trust, Plaintiff has now declared all sums due
26 and owing under the Note and Deed of Trust as immediately due and payable.

27 7.

28 That the Lien is a valid first priority lien encumbering the Property and is superior to any

1 interest, lien, or claim of Defendants or any other party in the Property and that the Deed of Trust is
2 hereby foreclosed by this Court on the Property.

3 8.

4 That a judgment of foreclosure in the amount of \$142,210.28 shall be granted in favor of
5 Plaintiff or its successors or assigns, as further described in the Money Award below.

6 9.

7 That all of the right, title, and interest which GOLF SAVINGS BANK had on the date of the
8 Deed of Trust, and all of the right, title, and interest the Defendants and any successor thereafter had
9 in and to the real Property is hereby ordered to be sold by law and the proceeds of sale shall be
10 applied toward the satisfaction of Plaintiff's money award herein; and the surplus, if any, to the
11 Clerk of the Court to be disbursed to such party or parties as may establish their right thereto.

12 10.

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

15 11.

16 That any increased interest or any such additional amounts as Plaintiff may advance for
17 taxes, 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 Judgment and paid from the
20 proceeds from the sale of the Property.

21 12.

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

26 13.

27 That Defendant Randy R. Mesec is not entitled to a homestead exemption on account of his
28 interest in the Property.

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14.

That Plaintiff may become purchaser at the Sheriff's Sale of the Property and may bid up to the aggregate amount of its Money Award plus interest from the date of this Judgment until sale without advancing any cash except money required for the Sheriff's Sale.

15.

That 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 that the Judgment entered herein shall have the same effect as 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.

That this Court shall retain jurisdiction to enforce all provisions of the 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 Money Award.

MONEY AWARD

- 1. Judgment Creditor: THE BANK OF NEW YORK MELLON FKA
THE BANK OF NEW YORK, AS TRUSTEE
FOR THE CERTIFICATEHOLDERS OF
CWABS INC., ASSET-BACKED
CERTIFICATES, SERIES 2006-24
c/o Malcolm Cisneros
2112 Business Center Drive, Second Floor
Irvine, CA 92612
- 2. Judgment Creditor's Attorney: Nathan F. Smith

1 3. Total Amount of Money Award: \$142,210.28

2 **Lender's Principal and Interest:**

3 Principal Balance: \$90,751.61

4 Accrued Interest from May 1, 2008 to August 23, 2013: \$38,504.80

5 ***Total Principal and Interest: \$129,256.41***

6 **Lender's Fees and Costs:**

7 Pre-acceleration Late Charges: \$33.72

8 Tax Disbursements: \$2,878.10

9 Hazard Insurance Disbursements: \$5,196.36

10 Title Fees: \$903.00

11 Bankruptcy Fees/Costs: \$425.00

12 Property Inspections/Preservation: \$954.55

13 ***Total Lender's Fees and Costs: \$10,390.73***

14 ***Total Lender's Principal, Interest, Fees, and Costs: \$139,647.14***

15 **Attorney's Fees and Costs:**

16 Attorney's Fees \$1,435.00

17 Filing Cost \$505.00

18 Recording Cost - Lis Pendens \$42.00

19 Process Service Cost \$500.00

20 UPS \$31.14

21 Probate Investigation \$50.00

22 ***Total Attorney's Fees and Costs \$2,563.14***

23 ***Total Money Award (Judgment): \$142,210.28***

24 4. Additional Pre-Judgment interest to accrue pursuant to ORS 18.042 from the date of
25 submission of this general judgment to the date it is entered into the Court's register at 7.990% per
26 annum (\$19.8659 per diem).

27 5. Post-Judgment interest thereafter on the total money award amount at the legal rate of
28 interest or 9% per annum, whichever is greater.

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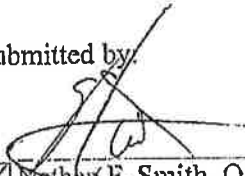
This suit does not constitute an attempt to collect the debt against Randy R. Meseck under the Note. Rather, it is a suit to execute upon the Property as security for the Money Award to the Plaintiff.

DATED this: 9th day of October, 2013



CIRCUIT COURT JUDGE

Submitted by:



Dated: 10/3/13

- Nathan E. Smith, OSB #120112
 - Richard J. Bayless, OSB #101826
- Attorneys for Plaintiff
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