

Verified Correct Copy of Original 8/1/2017

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FILE COPY

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



FILE COPY

By M. Jones
Date 8/1/17

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

BANK OF AMERICA, N.A.,

CASE NUMBER: 17CV01186

Plaintiff,

vs.

WRIT OF EXECUTION IN FORECLOSURE

TERENCE J. DOHERTY aka TERRY
DOHERTY, 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.

17CV01186
WREX
Writ - Execution
7680784



TO: THE SHERIFF OF KLAMATH COUNTY, OREGON:

1.

WHEREAS, on July 24, 2017, in the above-entitled Court, a Stipulated 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 Defendant TERENCE J. DOHERTY aka
3 TERRY DOHERTY ("Defendant") had on July 6, 2007, the date of the foreclosed Deed of Trust
4 which was recorded on July 13, 2007, as Instrument No. 2007-012466 in the official records of the
5 Klamath County Recorder's Office, and/or all of the interest which Defendant had thereafter, in the
6 real property described in the Judgment to satisfy the Judgment as follows:

7
8 **Lender's Principal Judgment:**

9 Unpaid Principal Balance:	\$62,976.72
10 Pre-Judgment Interest from July 1, 2015	
11 to June 15, 2017, the date set forth in	
12 the Judgment at 4.0 %, per annum,	
13 (\$6.9015 per diem):	\$4,924.78
14 Lender's Fees and Costs:	\$807.73
15 Attorney's Fees and Costs:	\$3,160.95
16	
17 Total Judgment Entered:	\$71,870.18

18
19 **Additional Pre-Judgment Interest:**

20 Accrued Interest from June 16, 2017 the	
21 day after the date set forth in the	
22 Judgment through July 24, 2017, the	
23 date of entry of the Judgment, at 4.0 %,	
24 per annum (\$6.9015 per diem):	\$262.26

25	
26 Total Judgment Entered Including	
27 Additional Pre-Judgment	
28 Interest:	\$72,132.44

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3.

Additionally, Plaintiff is entitled to the accrual of post-judgment interest on *\$72,132.44* at the legal rate of interest of 9% per annum, \$17.78 per diem, from July 25, 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 LOT 807 RUNNING Y RESORT, 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. Tryon St.
Charlotte, NC 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

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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.



By [Signature] Court Clerk

Submitted by:

[Signature]
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: 7/27/17

EXHIBIT 1

Verified Correct Copy of Original 8/1/2017.

Lot 807, RUNNING Y RESORT, PHASE 10, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

2017-009209

Klamath County, Oregon



00208515201700092090120120

08/15/2017 10:48:40 AM

Fee: \$71.00

THIS SPACE RESERVED FOR USE BY
THE COUNTY RECORDING OFFICE

RECORDING COVER SHEET (Please Print or Type)

This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, ORS 205.234, and does NOT affect the instrument.

AFTER RECORDING RETURN TO:

ABC Legal Services

310 SW 4th Ave

Ste 440

Portland, OR 97204

1) TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a)

General Judgment of Foreclosure

2) DIRECT PARTY / GRANTOR(S) ORS 205.125(1)(b) and 205.160

Bank of America, N.A.

3) INDIRECT PARTY / GRANTEE(S) ORS 205.125(1)(a) and 205.160

Terence J. Doherty aka Terry Doherty; and all other persons, parties, or occupants unknown

4) TRUE AND ACTUAL CONSIDERATION

ORS 93.030(5) – Amount in dollars or other

\$ _____ Other

5) SEND TAX STATEMENTS TO:

6) SATISFACTION of ORDER or WARRANT

ORS 205.125(1)(e)

CHECK ONE: FULL
(If applicable) PARTIAL

7) The amount of the monetary obligation imposed by the order or warrant. ORS 205.125(1)(c)

\$ _____

8) If this instrument is being Re-Recorded, complete the following statement, in accordance with ORS 205.244: "RERECORDED AT THE REQUEST OF _____

TO CORRECT _____

PREVIOUSLY RECORDED IN BOOK _____ AND PAGE _____, OR AS FEE NUMBER _____."

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 _____
Date _____

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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: 17CV01186

Plaintiff,

vs.

**STIPULATED GENERAL JUDGMENT OF
FORECLOSURE AS TO DEFENDANT
TERENCE J. DOHERTY aka TERRY
DOHERTY**

**TERENCE J. DOHERTY aka TERRY
DOHERTY, 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.

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) TERENCE J. DOHERTY
aka TERRY DOHERTY, by and through his attorney(s) of record ("Stipulating Defendant"), hereby
stipulate as follows:**

- 1 1. Plaintiff filed the Complaint for Judicial Foreclosure and Breach of Promissory Note on
2 January 13, 2017 in the Circuit Court of the State of Oregon for the County of Klamath
3 ("Complaint").
- 4 2. Defendant TERENCE J. DOHERTY aka TERRY DOHERTY is the record owner of the
5 property located at LOT 807 RUNNING Y RESORT, KLAMATH FALLS, OR 97601 located in
6 Klamath County, Oregon ("Property").
- 7 3. On or about July 6, 2007, Defendant TERENCE J. DOHERTY aka TERRY DOHERTY
8 entered into a note ("Note") and a deed of trust ("Deed of Trust") with BANK OF AMERICA, N.A.,
9 the original lender. The Deed of Trust was recorded with the Klamath County Recorder's Office on
10 July 13, 2007 as Instrument Number 2007-012466.
- 11 4. Plaintiff is the holder of the Note and Deed of Trust made, delivered, and executed by
12 Stipulating Defendants in the principal amount of \$68,000.00. The Note is secured by the first
13 priority Deed of Trust encumbering the Property ("Lien").
- 14 5. The legal description of the Property is as follows:
15 **See Exhibit "1" attached hereto.**
- 16 6. Stipulating Defendant failed to comply with the terms of the Note and Deed of Trust by
17 failing to make the payments due and owing according to the terms of the Note and Deed of Trust.
18 Pursuant to the terms of the Note and Deed of Trust, Plaintiff has now declared all sums due and
19 owing under the Note and Deed of Trust as immediately due and payable.
- 20 7. As of Jun 15, 2017 there was \$68,709.23 due and owing under the Note and Deed of Trust.
21 Furthermore, interest, fees, and costs continue to accrue under the Note and Deed of Trust. Judgment
22 in the amount of \$71,870.18 shall be granted in favor of BANK OF AMERICA, N.A., its successors
23 or assigns, and against Stipulated Defendant, as further described in the Money Award and judgment
24 below.
- 25 8. Plaintiff is entitled to recover its reasonable attorneys' fees and all reasonable and necessary
26 costs and expenses incurred in enforcing the Note and Deed of Trust.
- 27 9. Plaintiff's Lien is a valid first priority lien encumbering the Property, and is superior to any
28

1 interest, lien or claim of Stipulating Defendant. Stipulating Defendant, and all persons claiming by,
2 through, or under them, as purchasers, encumbrancers, or otherwise, are adjudged inferior and
3 subordinate to Plaintiff and are forever foreclosed of all interest, lien, or claim in the Property and
4 every portion thereof.

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

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

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

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

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

26 15. No deficiency judgment will be sought by Plaintiff against Stipulating Defendant. While
27 entry of this Judgment and the corresponding money award shall be entered against Stipulating
28

1 Defendant, Plaintiff will not seek to collect the Money Award from Stipulating Defendant but will
2 seek to execute upon the Property as security for the Money Award to the Plaintiff. Furthermore,
3 Plaintiff will not execute upon any deficiency remaining unsatisfied against Stipulating Defendants
4 from the proceeds of the foreclosure sale in accordance with ORS 86.7700.

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

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

25 Irvine, California 92612
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2. 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

3. Judgment Debtor: TERENCE J. DOHERTY aka TERRY DOHERTY
Address: 122 South Fifth Street
Klamath Falls, OR 97601
Year of Birth: Unknown
Final 4 digits of Social Security number: XXX-XX-
Driver's license number and issuing state: Unknown
Judgment Debtor Attorney: Bradford J. Aspell

4. Persons or Public Bodies Entitled to a Portion the Money Award: N/A

5. Judgment Amount: \$68,709.23

6. Pre-Judgment Interest: Simple interest to accrue on \$62,976.72 from June 16, 2017 to the date the General Judgment is entered into the Court's register at 4.0% per annum, \$6.9015 per diem.

7. Post-Judgment Interest: Simple interest to accrue on \$71,870.18 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.

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8. **Periodic accrual:** N/A

9. **Attorney's Fees and Costs:** An award of \$3,160.95 in attorney's fees and costs is made for Judgment of Foreclosure

IT IS SO ORDERED.

Dated this ___ day of _____, 2017.

Signed: 7/21/2017 03:58 PM



Klamath County Circuit Court Judge
Circuit Court Judge Andrea Janney

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.**

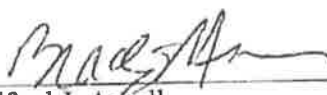
Accepted this 20 day of July, 2017



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 AND AGREED TO:
FOR (Stipulating Defendant)**

Accepted this 20 day of July, 2017



Bradford J. Aspell
Attorney for Defendant
ASPELL, HENDERSON & ASSOCIATES
122 South Fifth Street
Klamath Falls, Oregon 97601
(541)883-7754 (TELEPHONE)
(541)883-1756 (FACSIMILE)

EXHIBIT 1


Lot 807, RUNNING Y RESORT, PHASE 10, according to the official plat thereof on file in the office of the County Clerk of Klamath 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 damages.

DATED: 7/20, 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
1 STIPULATED GENERAL JUDGMENT OF FORECLOSURE AS TO DEFENDANT
5 TERENCE J. DOHERTY aka TERRY DOHERTY
6 on the below named individual(s) by mailing a copy in a sealed postage paid envelope addressed as
7 set forth below and deposited in the U.S. Mail at Irvine, California:

TERENCE J. DOHERTY aka TERRY DOHERTY
c/o Bradford J. Aspell
122 South Fifth Street
Klamath Falls, OR 97601

DATED: 7/21/2017

MALCOLM ♦ CISNEROS, A Law Corporation

Corina Clark
Corina Clark
MALCOLM ♦ CISNEROS, A Law Corporation
2112 Business Center Drive, Second Floor
Irvine, California 92612
Phone: (949) 252-9400
Fax: (949) 252-1032
Email: cclark@mclaw.org