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

WILMINGTON TRUST, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE FOR VM TRUST SERIES 1, A DELAWARE STATUTORY TRUST,

Plaintiff,

vs.

JEFFREY SULLY aka JEFFREY MICHAEL SULLY aka JEFFREY M. SULLY, an individual; BESSIE JANE M. HENDRYX aka BESSIE-JANE MARIE SULLY aka BESSIE SULLY, 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: 15CV15130

GENERAL JUDGMENT OF FORECLOSURE AGAINST:

1. JEFFREY SULLY AKA JEFFREY MICHAEL SULLY AKA JEFFREY M. SULLY
2. BESSIE JANE M. HENDRYX AKA BESSIE-JANE MARIE SULLY AKA BESSIE SULLY

1.

THIS MATTER, coming on regularly before the Court, and it appearing from the record herein that Plaintiff, WILMINGTON TRUST, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE FOR VM TRUST SERIES 1, A DELAWARE STATUTORY TRUST ("Plaintiff"), filed its Complaint for Foreclosure of Deed of Trust; that Defendants JEFFREY SULLY aka JEFFREY MICHAEL SULLY aka JEFFREY M. SULLY and BESSIE JANE M. HENDRYX aka BESSIE-JANE MARIE SULLY aka BESSIE SULLY ("Defendants") were duly served with the Summons and Complaint as required by law; that

1 Defendants failed to appear, that the MOTION FOR ORDER OF DEFAULT AFAINST
2 DEFENDANTS JEFFREY SULLY aka JEFFREY MICHAEL SULLY aka JEFFREY M. SULLY
3 AND BESSIE JANE M. HENDRYX aka BESSIE-JANE MARIE SULLY aka BESSIE SULLY is
4 filed concurrently, against them on Plaintiff's Complaint, and that Plaintiff is entitled to entry of a
5 General Judgment foreclosing Plaintiff's deed of trust against the property commonly known as
6 41962 MEYER LANE, ASTORIA, OREGON 97103 ("Property") and extinguishing any and all
7 interest of the Defendants in the Property.

8 2.

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

11 3.

12 Plaintiff is the holder of that certain promissory note ("Note"), dated April 14, 2008, in the
13 amount of \$188,028.00, and executed by JEFFREY SULLY aka JEFFREY MICHAEL SULLY aka
14 JEFFREY M. SULLY and BESSIE JANE M. HENDRYX aka BESSIE-JANE MARIE SULLY aka
15 BESSIE SULLY.

16 4.

17 The Note is secured by that certain deed of trust ("Deed of Trust") executed on or about
18 April 18, 2008, by JEFFREY SULLY aka JEFFREY MICHAEL SULLY aka JEFFREY M. SULLY
19 and BESSIE JANE M. HENDRYX aka BESSIE-JANE MARIE SULLY aka BESSIE SULLY. The
20 Deed of Trust was recorded on April 25, 2008 under the recording number 200803955 of the
21 Official Records of Clatsop County, Oregon, against the Property, which is legally described as:
22 attached as Exhibit "1" ("Property") and constitutes a valid lien against the Property.

23 5.

24 Defendant JEFFREY SULLY aka JEFFREY MICHAEL SULLY aka JEFFREY M. SULLY
25 and BESSIE JANE M. HENDRYX aka BESSIE-JANE MARIE SULLY aka BESSIE SULLY failed
26 to comply with the terms of the Note and Deed of Trust by failing to make the payments required by
27 the terms of the Note and Deed of Trust. Pursuant to the terms of the Note and Deed of Trust,
28 Plaintiff declared all sums due and owing under the Note and Deed of Trust immediately due and

1 payable.

2 6.

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

7 7.

8 A judgment of foreclosure in the amount of \$267,574.71 shall be granted in favor of Plaintiff,
9 and its successors and/or assigns, as further described below in the Declaration of Amount Owed –
10 Not a Money Award (“Amount Owed”).

11 8.

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

15 9.

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

18 10.

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

24 11.

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