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**IN THE CIRCUIT COURT FOR THE STATE OF OREGON
IN AND FOR THE COUNTY OF LANE**

U.S. Bank National Association,

CASE NUMBER: 16CV04085

Plaintiff,

vs.

**WRIT OF EXECUTION IN
FORECLOSURE**

Damon Harold Morris; Oregon Affordable
Housing Assistance Corporation; Jenna
Village Apartments; Ray Klein, Inc.; Cavalry
Investments, LLC; Karen M. Morris;
UNKNOWN PARTIES IN POSSESSION OR
CLAIMING A RIGHT TO POSSESSION,

Defendants.

TO: THE SHERIFF OF LANE COUNTY, OREGON:

1.

WHEREAS, on July 28, 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 Damon Harold Morris, Oregon Affordable Housing Assistance Corporation, Jenna Village Apartments, Ray Klein, Inc., Cavalry Investments, LLC, and Karen M. Morris ("Defendants") had on June 15, 2001, the date of the

1 foreclosed Deed of Trust which was recorded on June 29, 2001, as Instrument No. 2001-040631 in
2 the official records of the Lane County Recorder's Office, and/or all of the interest which
3 Defendants had thereafter, in the real property described in the Judgment to satisfy the Judgment as
4 follows:

5 **Lender's Principal Judgment:**

6 Unpaid Principal Balance:	\$68,869.90
7 Pre-Judgment Interest from February 1, 8 2014, to July 28, 2017, the date set forth 9 in the Judgment at 7.875%, per annum, (\$14.86 per diem):	\$18,931.55
Lender's Fees and Costs:	\$14,810.75
Attorney's Fees and Costs:	\$568.00

10 ***Total Judgment Entered:*** ***\$103,180.20***

11 **Additional Pre-Judgment Interest:**

12 Accrued Interest from July 29, 2017, the 13 day after the date set forth in the 14 Judgment through July 29, 2017, the date of entry of the Judgment, at 7.875% per annum (\$14.86 per diem):	\$0.00
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15 ***Total Judgment Entered Including***
16 ***Additional Pre-Judgment***
17 ***Interest:*** ***\$103,180.20***

18 3.

19 Additionally, Plaintiff is entitled to the continued accrual of post-judgment interest at the
20 legal rate of interest of 9% per annum, \$25.44 per diem, from July 29, 2017, to the date the real
21 property subject to the Judgment is sold by the County Sheriff at its foreclosure auction, plus costs of
22 this writ, Sherriff's fees and sale costs, and all other recovered costs pursuant to law.

23 4.

24 The real property subject to this writ of execution is commonly known as 4751 Union
25 Terrace, Springfield, OR 97478 ("Property") and described in Exhibit "1" attached hereto.

26 5.

27 The Judgment Creditor's name and address is:

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U.S. BANK NATIONAL ASSOCIATION

4801 Frederica Street

Owensboro, Kentucky 42301-7441

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

U.S. BANK NATIONAL ASSOCIATION

c/o Malcolm & Cisneros, ALC (Attention: Jennifer Yoon)

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.

AUG 11 2017

*By: Angeles Jones
court clerk*



Submitted by:

Douglas A. Kincaid

Douglas A. Kincaid, OSB #121032

Attorneys for Plaintiff

MALCOLM ♦ CISNEROS, ALC

2112 Business Center Drive

Irvine, California 92612

Phone: (949) 252-9400

Fax: (949) 252-1032

Email: dkincaid@mclaw.org

Dated: July 29, 2017

Exhibit “1”

LEGAL DESCRIPTION

Parcel 2, Land Partition Plat Number 97-P0941, filed February 3, 1997, Official Records of Lane County, Oregon.

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

U.S. Bank National Association,

Plaintiff,

vs.

Damon Harold Morris; Oregon Affordable
Housing Assistance Corporation; Jenna
Village Apartments; Ray Klein, Inc.; Cavalry
Investments, LLC; Karen M. Morris;
UNKNOWN PARTIES IN POSSESSION OR
CLAIMING A RIGHT TO POSSESSION,

Defendants.

CASE NUMBER: 16CV04085

**GENERAL JUDGMENT OF
FORECLOSURE AGAINST
(1) DAMON HAROLD MORRIS
(2) OREGON AFFORDABLE HOUSING
ASSISTANCE CORPORATION
(3) JENNA VILLAGE APARTMENTS
(4) RAY KLEIN, INC.
(5) CAVALRY INVESTMENTS, LLC
(6) KAREN M. MORRIS**

I.

THIS MATTER, coming on regularly before the Court, and it appearing from the record herein that Plaintiff, U.S. Bank National Association, filed its Amended Complaint for Judicial Foreclosure; that Defendants Damon Harold Morris, Oregon Affordable Housing Assistance Corporation, Jenna Village Apartments, Ray Klein, Inc., Cavalry Investments, LLC, and Karen M. Morris were duly served with the Summons and Complaint as required by law; that Defendants Damon Harold Morris, Oregon Affordable Housing Assistance Corporation, Ray Klein, Inc., Cavalry Investments, LLC, and Karen M. Morris failed to appear, that Orders of Default have been entered against Defendants Damon Harold Morris, Oregon Affordable Housing Assistance Corporation, Ray Klein, Inc., Cavalry Investments, LLC, and Karen M. Morris; that Defendant Jenna Village Apartments has stipulated to the entry of the judgment; and that Plaintiff is entitled to

1 entry of a General Judgment foreclosing Plaintiff's deed of trust against the property commonly
2 known as 4751 Union Terrace, Springfield, OR 97478 ("Property") and extinguishing any and all
3 interest of the Defendants in the Property.

4 2.

5 The Court being fully advised; it is hereby
6 ORDERED AND ADJUDGED that:

7 3.

8 Plaintiff is the holder of that certain promissory note ("Note"), dated June 15, 2001, in the
9 amount of \$84,498.00, and executed by Damon Harold Morris.

10 4.

11 The Note is secured by that certain deed of trust ("Deed of Trust") executed on or about June
12 15, 2001, by Damon Harold Morris. The Deed of Trust was recorded on June 29, 2001, under the
13 recording number 2001-040631 of the Official Records of Lane County, Oregon, against the
14 Property, which is legally described in Exhibit "1" attached hereto ("Property") and constitutes a
15 valid lien against the Property.

16 5.

17 Damon Harold Morris failed to comply with the terms of the Note and Deed of Trust by
18 failing to make the payments required by the terms of the Note and Deed of Trust. Pursuant to the
19 terms of the Note and Deed of Trust, Plaintiff declared all sums due and owing under the Note and
20 Deed of Trust immediately due and payable.

21 6.

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

26 7.

27 A judgment of foreclosure in the amount of \$103,180.20 shall be granted in favor of Plaintiff,
28

1 and its successors and/or assigns, as further described below in the Declaration of Amount Owed –
2 Not a Money Award (“Amount Owed”).

3 8.

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

7 9.

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

10 10.

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

16 11.

17 Defendant Damon Harold Morris, and all parties claiming an interest in the Property as
18 purchasers, encumbrancers, or otherwise, are forever barred and foreclosed of all interests, liens, or
19 claims in the Property and every portion thereof, excepting only any statutory right of redemption
20 provided by the laws of the State of Oregon.

21 12.

22 Defendant Damon Harold Morris is not entitled to a homestead exemption in the Property.

23 13.

24 Plaintiff may become purchaser at the Sheriff's Sale of the Property and may bid up to the
25 aggregate amount of its Amount Owed, plus any additional interest and reasonable costs until sale.

26 14.

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

5 15.

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

9 16.

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

12 17.

13 This suit does not constitute an attempt to collect the debt against Defendant Damon Harold
14 Morris or any other Defendant. Rather, it is a suit to execute upon the Property as security for the
15 Amount Owed.

16 **DECLARATION OF AMOUNT OWED – NOT A MONEY AWARD**

17 **1. Judgment Creditor:**

U.S. BANK NATIONAL ASSOCIATION

18 Address:

c/o MALCOLM ♦ CISNEROS,

19 A Law Corporation

20 2112 Business Center Drive, 2nd Floor

21 Irvine, California 92612

22 **Judgment Attorney:**

Douglas A. Kincaid

23 Address:

MALCOLM ♦ CISNEROS, A Law Corporation

24 2112 Business Center Drive, 2nd Floor

25 Irvine, California 92612

26 Telephone Number:

(949) 252-9400

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7. Attorney's Fees and Costs:

An award of \$568.00 in attorney's fees and costs is made.

Signed: 7/28/2017 03:45 PM



Karrie K. McIntyre, Circuit Court Judge

Submitted by:

- Nathan F. Smith, OSB #120112
- Douglas A. Kincaid, OSB #121032
Attorneys for Plaintiff
MALCOLM ♦ CISNEROS, ALC
2112 Business Center Drive
Irvine, California 92612
Phone: (949) 252-9400
Fax: (949) 252-1032
Email: nathan@mclaw.org
dkincaid@mclaw.org

Dated: July 21, 2017

Exhibit “1”

LEGAL DESCRIPTION

Parcel 2, Land Partition Plat Number 97-P0941, filed February 3, 1997, Official Records of Lane County, Oregon.

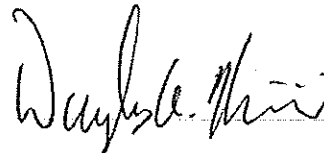
1 CERTIFICATE OF READINESS

2
3 This proposed Order or Judgment is ready for judicial signature because:

- 4 Each party affected by this order or judgment has stipulated to the order or judgment, as shown by
- 5 each party's signature on the document being submitted.
- 6 Each party affected by this order or judgment has approved the order or judgment, as shown by
- 7 each party's signature on the document being submitted or by written confirmation of approval sent
- 8 to me. (Defendant Jenna Village Apartments)
- 9 I have served a copy of this order or judgment on each party entitled to service and:
- 10 No objection has been served on me.
- 11 I received objections that I could not resolve with a party despite reasonable efforts to do so. I
- 12 have filed a copy of the objections I received and indicated which objections remain unresolved.
- 13 After conferring about objections, [role and name of objecting party] agreed to independently
- 14 file any remaining objection.
- 15 Service is not required pursuant to subsection (3) of UTCR 5.100, or by statute, rule, or otherwise
- 16 (All other Defendants: ORCP 9: Party in default for failure to appear).
- 17 This is a proposed judgment that includes an award of punitive damages and notice has been served
- 18 on the Director of the Crime Victims' Assistance Section as required by subsection (5) of UTCR
- 19 5.100.
- 20 Other: _____

21 DATED: July 21, 2017

22 By:



- 23 Nathan F. Smith, OSB #120112
- 24 Douglas A. Kincaid, OSB #121032
- 25 Attorneys for Plaintiff
- 26 MALCOLM ♦ CISNEROS, A Law Corporation
- 27 2112 Business Center Drive, Second Floor
- 28 Irvine, California 92612
- (949) 252-9400 (TELEPHONE)
- (949) 252-1032 (FAX)
- nathan@mclaw.org
- dkincaid@mclaw.org