

1 After recording return to:  
2 Daniel Ross, OSB No. 112979  
3 Weinstein & Riley, P.S.  
4 2001 Western Avenue, Suite 400  
5 Seattle, WA 98121

6  
7 IN THE CIRCUIT COURT OF THE STATE OF OREGON  
8 FOR THE COUNTY OF MARION

9 NATIONSTAR MORTGAGE LLC,

10 Plaintiff,

11 vs.

12 KHY ROBERTS; AMANDA ROBERTS;  
13 JOHN AND JANE DOES, I THROUGH V,  
14 OCCUPANTS OF THE SUBJECT REAL  
15 PROPERTY, AND ALSO ALL OTHER  
16 PERSONS OR PARTIES UNKNOWN,  
17 CLAIMING ANY RIGHT, TITLE,  
18 INTEREST, LIEN OR ESTATE IN THE  
19 PROPERTY HEREIN DESCRIBED,

20 Defendants.

Case No. 14C16900

SECOND WRIT OF EXECUTION

(Clerk's Action Required)

21 TO THE SHERIFF OF MARION COUNTY, OREGON:

22 WHEREAS, on July 30, 2015, in this Court, a General Judgment of Foreclosure  
23 was enrolled and docketed in this cause, a true copy of which is attached and made a part  
24 hereof; in favor of Plaintiff, NATIONSTAR MORTGAGE LLC, regarding the real  
25 property commonly known as 755 Norman Ave NE, Salem, OR 97301, legally described  
property as follows:

SECOND WRIT OF EXECUTION - 1

WEINSTEIN & RILEY, P.S.  
2001 Western Avenue, Suite 400  
Seattle, Washington 98121  
Telephone: (206) 269-3490  
Facsimile: (206) 269-3493

1 Beginning at a point which is North 00°35' West 146.23 feet from the  
2 intersection of the North line of Center Street and the West line of Norman  
3 Street in the City of Salem, Marion County, State of Oregon, which intersection  
4 is North 88°50' West 2768.4 feet North 00°35' West 30 feet from the Southeast  
5 corner of the Isaac Baker and Wife's Donation Land Claim No. 91, Township 7  
6 South, Range 3 West of the Willamette Meridian in Marion County, Oregon;  
7 thence North 00°35' West, along the West line of Norman Street, 80 feet to an  
8 iron pipe; thence North 88°50' West 195 feet to the West line of Lot 21, Garden  
9 City Addition, in the City of Salem, Marion County, State of Oregon; thence  
10 South 00°35' East 80 feet; thence South 88°50' East, 195 feet to the place of  
11 beginning, being a portion of said Lot 21, Garden City

12 NOW, THEREFORE, IN THE NAME OF THE STATE OF OREGON, you are  
13 hereby commanded to sell, in the manner prescribed by law for the sale of real property on  
14 execution (subject to redemption), all of the interest that defendants had on October 22, 2009,  
15 the date of the Deed of Trust, and also all of the interest that defendants had thereafter, in the  
16 real property described in the judgment, to satisfy the principal judgment amount of  
17 \$200,981.29, together with interest accrued to July 23, 2015, of \$30,519.89, and thereafter at  
18 the rate of 5.25% and the per diem rate of \$28.91; non-sufficient funds charge of \$10.00;  
19 other recovery amounts of \$9,925.07; costs and disbursements in the sum of \$2,523.86, and  
20 attorneys' fees of \$2,050.00, which bear interest at 9% per annum, and the costs of this writ,  
21 making due return within 60 days after you receive this writ. The total amount due on money  
22 award including interest as of March 30, 2017, is \$265,967.41.

23 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

24 Clerk of the Court

Signed: 4/18/2017 04:59 PM

  
J. Tolman, Court Clerk



25 By: \_\_\_\_\_

Deputy

SECOND WRIT OF EXECUTION - 2

WEINSTEIN & RILEY, P.S.

2001 Western Avenue, Suite 400  
Seattle, Washington 98121  
Telephone: (206) 269-3490  
Facsimile: (206) 269-3493

1 Presented by:

2

3

4

  
Daniel Ross, OSB No. 112979  
Weinstein & Riley, P.S.  
Attorneys for Plaintiff  
2001 Western Avenue, Suite 400  
Seattle, WA 98121  
[danielr@w-legal.com](mailto:danielr@w-legal.com)

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SECOND WRIT OF EXECUTION - 3

**WEINSTEIN & RILEY, P.S.**

2001 Western Avenue, Suite 400  
Seattle, Washington 98121  
Telephone: (206) 269-3490  
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IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR MARION COUNTY

NATIONSTAR MORTGAGE LLC,

Plaintiff,

vs.

KHY ROBERTS; AMANDA ROBERTS;  
JOHN AND JANE DOES, I THROUGH V,  
OCCUPANTS OF THE SUBJECT REAL  
PROPERTY, AND ALSO ALL OTHER  
PERSONS OR PARTIES UNKNOWN,  
CLAIMING ANY RIGHT, TITLE,  
INTEREST, LIEN OR ESTATE IN THE  
PROPERTY HEREIN DESCRIBED,

Defendants.

Case No.: 14C16900

GENERAL JUDGMENT OF  
FORECLOSURE AND MONEY  
AWARD

(Clerk's Action Required)

THIS MATTER came on before the undersigned Judge on the Motion of the Plaintiff for entry of a General Judgment of Foreclosure. An Order of Default as to All Defendants was entered on October 29, 2014. The Court, having read and considered the Affidavits in support of entry of judgment, and further appearing that said Defendants were not at the time of said service in the military service of the United States; it further appearing that the Defendants are not believed to be financially incapable as defined by

GENERAL JUDGMENT  
OF FORECLOSURE - 1

WEINSTEIN & RILEY, P.S.  
2001 Western Avenue, Suite 400  
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Facsimile: (206) 269-3493

1 ORS 125.005(3), are not minors, a protected or incapacitated person, or a respondent as  
2 defined by ORS 125.005.

3 NOW, THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED as follows:

4 1. The real property to which this Judgment relates is commonly known as 755  
5 Norman Ave NE, Salem, OR 97301, situated in Marion County, Oregon, legally described  
6 as follows:

7 Beginning at a point which is North 00°35' West 146.23 feet from the  
8 intersection of the North line of Center Street and the West line of  
9 Norman Street in the City of Salem, Marion County, State of Oregon,  
10 which intersection is North 88°50' West 2768.4 feet North 00°35' West  
11 30 feet from the Southeast corner of the Isaac Baker and Wife's  
12 Donation Land Claim No. 91, Township 7 South, Range 3 West of the  
13 Willamette Meridian in Marion County, Oregon; thence North 00°35'  
14 West, along the West line of Norman Street, 80 feet to an iron pipe;  
15 thence North 88°50' West 195 feet to the West line of Lot 21, Garden  
16 City Addition, in the City of Salem, Marion County, State of Oregon;  
17 thence South 00°35' East 80 feet; thence South 88°50' East, 195 feet to  
18 the place of beginning, being a portion of said Lot 21, Garden City

19 (hereinafter the "Property").

20 2. The Deed of Trust dated October 22, 2009, was made and delivered by the  
21 Defendants, Khy Roberts and Amanda Roberts, to Mortgage Electronic Registration  
22 Systems, Inc., ("MERS") a separate corporation that is acting solely as a nominee for M&T  
23 Bank and its successors and assigns, and recorded on October 29, 2009, under Reel 3118,  
24 Page 57 in the official records of Marion County, Oregon, and is a valid and perfected lien  
25 against all of the real property for the amount of Plaintiff's Judgment as provided herein.

GENERAL JUDGMENT  
OF FORECLOSURE - 2

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1           3.     The Deed of Trust was subsequently assigned to Plaintiff, under an  
2 Assignment of Deed of Trust dated June 20, 2013, recorded by the Clerk of Marion County,  
3 Oregon, on July 3, 2013, as File No. 2013 00030175, Reel 3519, Page 458.

4           4.     A Special Forbearance Agreement was made and delivered by Khy Roberts  
5 and Amanda Roberts to Bank of America, N.A. on or about November 29, 2012. This  
6 Agreement provides a special payment of \$2,474.69, beginning January 1, 2013 and  
7 ending with a payment of \$2,474.70 on December 1, 2013 to bring the loan current (the  
8 "Special Forbearance Agreement"). Pursuant to said Agreement, all covenants,  
9 agreements, stipulations, and conditions in the Note and Deed of Trust shall be and remain  
10 in full force and effect, except as herein modified, and none of the Borrower's obligations  
11 or liabilities under the Note and Deed of Trust shall be diminished or released by any  
12 provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of  
13 the Lender's rights under or remedies on the Note and Deed of Trust.

14           5.     The Note is endorsed in favor of Wells Fargo Bank, N.A. and then voided  
15 by M&T Bank, the Note is then endorsed in favor of Bank of America, N.A. by M&T  
16 Bank, and then endorsed in blank by Bank of America, N.A., and Plaintiff, Nationstar  
17 Mortgage LLC, is the true and legal holder of said Note, and beneficiary of the Deed of  
18 Trust. *Id.*

19           6.     The interest of each of the Defendants and any successor in the Property is  
20 foreclosed and terminated excepting only any statutory right of redemption as provided by  
21 Oregon law.  
22  
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24 GENERAL JUDGMENT  
25 OF FORECLOSURE - 3

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1           7.     The lien of the Plaintiff is superior to any interest, lien, or claim of the  
2 Defendants and shall remain in effect until issuance of a Sheriff's Deed.

3           8.     The Defendants are not entitled to a homestead exception as against  
4 Plaintiff's Judgment.

5           9.     All rights, title and interest that Defendants Khy Roberts and Amanda  
6 Roberts had as of the date of the Deed of Trust, or thereafter acquired in the subject  
7 Property, is hereby ordered to be sold by the Marion County Sheriff in accordance with the  
8 process for sale upon execution, and the proceeds of sale shall be applied in the following  
9 order: first, to the costs of sale; second to the satisfaction of the amounts awarded to  
10 Plaintiff herein; third, any surplus, to the Defendants in the priority as their interest may  
11 appear or to the Clerk of the Court to be distributed to such party or parties as may  
12 establish their right thereto.  
13

14           10.    Plaintiff shall be entitled to recover any advances that plaintiff may be  
15 required to pay after the entry of judgment herein for taxes, assessment, other items  
16 constituting liens against the property, insurance and/or repairs for the protection and  
17 preservation of the subject property;

18           11.    Plaintiff or any other junior lienholders may become the purchaser at the  
19 sale of the Property.

20           12.    The purchaser at the sale is entitled to such remedies as are available at law  
21 or in equity to secure possession.  
22  
23

1           13.    The purchaser at the sale may apply to the Court for a writ of assistance if  
 2 any Defendants or any other party or person holding possession shall refuse to surrender  
 3 possession to the purchaser immediately on the purchaser's demand for possession.

4           14.    Plaintiff is awarded Judgment and a Money Award of the following  
 5 amounts due and owing under the Note and Deed of Trust:

Principal		\$200,981.29
Prejudgment interest from 9/1/12 to 5/31/15 at the rate of 5.25%, with a per diem rate of \$28.91 thereafter		\$29,016.57
Prejudgment interest from 6/1/15 to 7/23/15 at the rate of 5.25%, with a per diem rate of \$28.91 thereafter		\$1,503.32
Non-sufficient Funds Charge		\$10.00
Other Costs and fees (recoverable)		\$9,925.07
Property Taxes	\$4,702.82	
Hazard Insurance	\$2,169.06	
Mortgage Insurance Premiums	\$2,783.19	
Property Inspection	\$270.00	
Subtotal (Principal and Costs)		\$210,916.36
Total (plus prejudgment interest)		\$241,436.25

17           15.    Attorneys fees and costs are awarded to Plaintiff as follows:

Costs		\$2,523.86
Mediation Fees	\$600.00	
Title Fees	\$703.00	
Filing Fees	\$531.00	
Recording Fees	\$56.00	
Process Service Fees	\$335.67	
Express Mail	\$23.19	
Prevailing Party Fee:	\$275.00	
Attorney Fees		\$2,050.00
Total		\$4,573.86



1           16. Interest shall accrue on Principal Judgment amount of \$200,981.29 at the  
2 interest rate of 5.25%, at a per diem rate of \$28.91, on and after July 23, 2015. Interest  
3 shall accrue on the Other Recovery Amounts at the rate of 9.00% per annum from the date  
4 of Judgment. Interest shall accrue on Attorneys Fees and Costs totaling \$4,573.86 at the  
5 rate of 9.00% per annum from the date of judgment pursuant to ORS 82.010.  
6

7           17. This Judgment shall not create a personal lien or liability against  
8 Defendants Khy Roberts and Amanda Roberts except as is customary or necessary to  
9 execute such Judgment and for purposes of redemption. In no event should it be construed  
10 as establishing personal liability for any persons whose debt has been extinguished in  
11 bankruptcy or by an In Rem order granting relief from stay, but only to foreclose the Deed  
12 of Trust mortgage. In the event the proceeds of sale are insufficient to pay the amounts  
13 due to Plaintiff, Plaintiff shall not be entitled to any further judgment, including a  
14 Judgment for deficiency.  
15

16           18. Execution may issue for the aggregate amount found due Plaintiff herein as  
17 detailed in Paragraphs 14 through 16 (collectively the "Amounts Due"). Plaintiff may  
18 credit bid up to the Amounts Due plus such additional amounts as provided by ORS  
19 18.936 or other applicable law.

20           19. If before sale such amount, including sheriff's fees for the execution, is  
21 tendered to the court and paid to the Clerk, the execution, if issued, shall be recalled and  
22 the effect of the judgment as to the amounts due shall be terminated.  
23

1 20. The Clerk of the Court is hereby ordered to Issue a Writ of Execution in  
 2 Foreclosure for the sale of the Property.

3 21. The Court shall retain jurisdiction to enter such additional order or  
 4 judgment as necessary to enforce this judgment, the writ of execution or for the purchaser  
 5 at the execution sale to obtain possession.

6 **MONEY AWARD\***

7

8	a.	Judgment Creditor:	Plaintiff, Nationstar Mortgage LLC
9		Address for the purpose of this judgment only:	c/o Weinstein & Riley, P.S. 2001 Western Avenue, Suite 400 Seattle, Washington 98121 Telephone: (206) 269-3490 Facsimile: (206) 269-3493
10		Attorney for Judgment Creditor	Weinstein & Riley, P.S. 2001 Western Avenue, Suite 400 Seattle, Washington 98121 Telephone: (206) 269-3490 Facsimile: (206) 269-3493
11	b.	Judgment Debtors:	Khy Roberts and Amanda Roberts
12		A. Address: Khy Roberts	755 Norman Ave NE, Salem, OR 97301
13		Address: Amanda Roberts	755 Norman Ave NE, Salem, OR 97301
14		B. Year of date of birth, Khy Roberts	Not known
15		Year of date of birth, Amanda Roberts	1966
16		C. Social Security Number, Khy Roberts	Last four digits: 8841
17		Social Security Number Amanda Roberts	Last four digits: 3320
18		D. Driver's License State and Numbers	n/a
19		E. Attorney for Judgment Debtors	n/a
20	c.	The name of any person or public body, other than the Judgment Creditor's Attorney, who is entitled to any portion of the judgment;	none

21  
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23 ////

1	d.	The amount of the judgment exclusive of amounts included in subsection (e) through (h) is:	\$210,916.36
2			
3	e.	Prejudgment interest from 9/1/12 to 5/31/15 at the rate of 5.25%, with a per diem rate of \$28.91 thereafter	\$29,016.57
4			
5		Prejudgment interest from 6/1/15 to 7/22/15 at the rate of 5.25%, with a per diem rate of \$28.91 thereafter	\$1,503.32
6			
7	f.	Post-judgment interest:	On Principal Judgment at the rate of 5.25%, at a per diem rate of \$28.91; and on all amounts awarded, at 9.0% per annum pursuant to ORS 82.010 from the date of entry of judgment until the entire amount owing is paid.
8			
9			
10	g.	Monetary obligations that are payable on a periodic basis, any accrued arrearages, required further payments per period and payment dates	None known.
11			
12			
13	h.	Costs and disbursements	\$2,523.86
14		Attorney fees in the amount of:	\$2,050.00

15 \*This section is provided to comply with ORS 18.042 and in no event should it be  
16 construed as establishing personal liability for any persons whose debt has been  
17 extinguished in bankruptcy or by an In Rem order granting relief from stay, but only to  
18 foreclose the deed of trust mortgage

18 DATED this \_\_\_ day of \_\_\_\_\_, 2015. Signed: 7/28/2015 11:28 AM

19   
20 \_\_\_\_\_  
21 Circuit Court Judge

20 ////

21 ////

22 ////

23 ////

24 GENERAL JUDGMENT  
25 OF FORECLOSURE - 8

**WEINSTEIN & RILEY, P.S.**  
2001 Western Avenue, Suite 400  
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Facsimile: (206) 269-3493

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Presented by:



Daniel A. Ross, OSB No. 112979  
Marisa A. Bender, OSB No. 116785  
WEINSTEIN & RILEY PS  
2001 Western Ave Ste 400  
Seattle, WA 98121  
(206) 269-3490  
Attorneys for Plaintiff  
[danielr@w-legal.com](mailto:danielr@w-legal.com)  
[marisab@w-legal.com](mailto:marisab@w-legal.com)

GENERAL JUDGMENT  
OF FORECLOSURE - 9

**WEINSTEIN & RILEY, P.S.**  
2001 Western Avenue, Suite 400  
Seattle, Washington 98121  
Telephone: (206) 269-3490  
Facsimile: (206) 269-3493

**REEL: 3937**

**PAGE: 104**

**April 21, 2017, 08:40 am.**

**CONTROL #: 455624**

**State of Oregon  
County of Marion**

**I hereby certify that the attached  
instrument was received and duly  
recorded by me in Marion County  
records:**

**FEE: \$ 96.00**

**BILL BURGESS  
COUNTY CLERK**

**THIS IS NOT AN INVOICE.**