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

DITECH FINANCIAL LLC,

Plaintiff,

vs.

DEBBIE R. BROWN, an individual;  
RICHARD E. BROWN, 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: 17CV04426**

**WRIT OF EXECUTION IN FORECLOSURE**

TO: THE SHERIFF OF KLAMATH COUNTY, OREGON:

1.

WHEREAS, on August 30, 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

1 redemption, if applicable), all of the interest which the Defendant RICHARD E.  
2 BROWN("Defendant") had on May 14, 2003, the date of the foreclosed Deed of Trust which was  
3 recorded on May 28, 2003, as Instrument No. Vol M03 Page 35894 in the official records of the  
4 Klamath County Recorder's Office, and/or all of the interest which Defendant had thereafter, in the  
5 real property described in the Judgment to satisfy the Judgment as follows:

6  
7 **Lender's Principal Judgment:**

8 Unpaid Principal Balance:	\$44,241.49
9 Pre-Judgment Interest from October 1,	
10 2013 to July 15, 2017, the date set forth	
11 in the Judgment at 5.875%, per annum,	
12 (\$7.12 per diem):	\$9,818.21
13 Lender's Fees and Costs:	\$6,607.16
14 Attorney's Fees and Costs:	\$4,605.95
15	
16 <b><i>Total Judgment Entered:</i></b>	<b><i>\$65,272.81</i></b>

17  
18 **Additional Pre-Judgment Interest:**

19 Accrued Interest from July 16, 2017,	
20 the day after the date set forth in the	
21 Judgment through August 30, 2017, the	
22 date of entry of the Judgment, at	
23 5.875%, per annum (\$7.12 per diem):	\$320.40

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1 **Total Judgment Entered Including**

2 **Additional Pre-Judgment**

3 **Interest:** **\$65,593.21**

4 3.

5 Additionally, Plaintiff is entitled to the accrual of post-judgment interest on \$65,593.21 at the  
6 legal rate of interest of 9% per annum, \$16.17 per diem, from August 31, 2017 to the date the real  
7 property subject to the Judgment is sold by the County Sheriff at its foreclosure auction, plus costs of  
8 this Writ, Sherriff's fees and sale costs, and all other recovered costs pursuant to law.

9 4.

10 The real property subject to this writ of execution is commonly known as 48800 HIGHWAY  
11 140 EAST, BLY, OR 97622 ("Property") and described in Exhibit "1" attached hereto.

12 5.

13 The Judgment Creditor's name and address is:

14 Ditech Financial LLC  
15 345 St Peter Street  
16 St Paul, Minnesota 55102-1211

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

18 Ditech Financial LLC  
19 c/o Malcolm & Cisneros, ALC (Attention: Nathan F. Smith)  
20 2112 Business Center Drive  
21 Irvine, CA 92612  
22 949-252-9400

23 THEREFORE, in the name of the State of Oregon, you are hereby commanded to seize and  
24 sell the Property, in the manner prescribed by law; or so much thereof as may be necessary to satisfy  
25 the Judgment, interest, fees, and costs.

26 ///

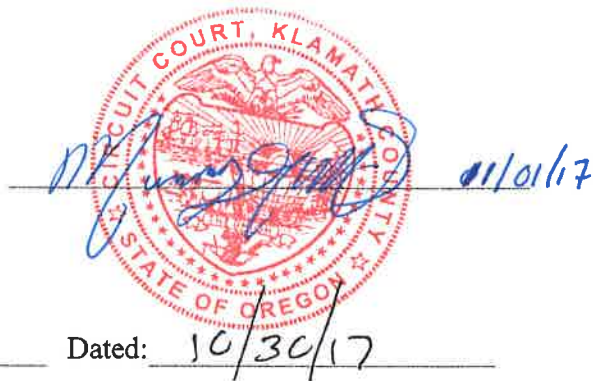
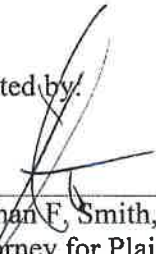
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MAKE RETURN HEREOF within 60 days after you receive this Writ.

Submitted by:



Dated: 10/30/17

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

**Exhibit “1”**

The E1/2 NE1/4 NE1/4 of Section 20, lying South of the Sprague River Highway; In Township 36 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

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 10/22/11 \_\_\_\_\_



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Plaintiff,

vs.

DEBBIE R. BROWN, an individual;  
RICHARD E. BROWN, 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: 17CV04426**

**GENERAL JUDGMENT OF  
FORECLOSURE AGAINST:**

**1. RICHARD E. BROWN**

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1.

THIS MATTER, coming on regularly before the Court, and it appearing from the record herein that Plaintiff, Ditech Financial LLC ("Plaintiff"), filed its Complaint for Foreclosure of Deed of Trust; that Defendant RICHARD E. BROWN ("Defendant") were duly served with the Summons and Complaint as required by law; that Defendant failed to appear, that an order of default has been entered against him on Plaintiff's Complaint, and that Plaintiff is entitled to entry of a General Judgment foreclosing Plaintiff's deed of trust against the property commonly known as 48800 HIGHWAY 140 EAST, BLY, OR 97622 ("Property") and extinguishing any and all interest of the Defendant in the Property.

2.

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

3.

Plaintiff is the holder of that certain promissory note ("Note"), dated May 14, 2003, in the amount of \$71,000.00, and executed by Debbie R. Brown and RICHARD E. BROWN.

4.

The Note is secured by that certain deed of trust ("Deed of Trust") dated May 14, 2003 and executed by Debbie R. Brown and RICHARD E. BROWN. The Deed of Trust was recorded on May 28, 2003 under the recording number Vol M03 Page 35894 of the Official Records of Klamath County, Oregon, against the Property, which is legally described as: see Exhibit "1" attached hereto. ("Property") and constitutes a valid lien against the Property.

5.

The terms of the Note and Deed of Trust are in breach, therefore, Plaintiff has now declared all sums due and owing under the Note and Deed of Trust as immediately due and payable.

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6.

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

7.

A judgment of foreclosure in the amount of \$65,272.81 shall be granted in favor of Plaintiff, and its successors and/or assigns, as further described below in the Declaration of Amount Owed – Not a Money Award (“Amount Owed”).

8.

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

9.

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

10.

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

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11.

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

12.

Defendant RICHARD E. BROWN is not entitled to a homestead exemption in the Property.

13.

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

14.

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 may apply to the Clerk of the Court for a writ of assistance, if Defendant, 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.

15.

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

16.

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

17.

This suit does not constitute an attempt to collect the debt against Defendant RICHARD E. BROWN. Rather, it is a suit to execute upon the Property as security for the Amount Owed.

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**5. Post-Judgment Interest:**

Simple interest to accrue on \$65,272.81 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.

**6. Periodic accrual:**

N/A

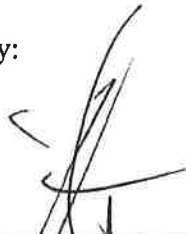
**7. Attorney's Fees and Costs:**

An award of \$4,605.95 in attorney's fees and costs is made.

Signed: 8/28/2017 02:43 PM

*Roxanne Osborne*  
~~Circuit Court Judge Roxanne Osborne~~

Submitted by:



Dated:

8/28/17

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

EXHIBIT "1"

The E1/2 NE1/4 NE1/4 of Section 20, lying South of the Sprague River Highway, in Township 36 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

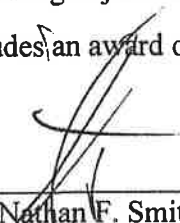
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**CERTIFICATE OF READINESS**

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: August 28, 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)