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

U.S. BANK, NATIONAL ASSOCIATION
SUCCESSOR BY MERGER TO U.S. BANK,
NATIONAL ASSOCIATION, N.D.,
Plaintiff,

Case No. 17CV26481

**GENERAL JUDGMENT OF
FORECLOSURE AND DECLARATION OF
AMOUNT DUE BY DEFAULT**

v.

ORCP Rule 69

THE ESTATE OF JOHN C. THIBODEAU;
THE UNKNOWN HEIRS, DEVISEES, AND
ASSIGNEES OF JOHN C. THIBODEAU;
ANTOINETTE E. MCLACHLAN; and ALL
OTHER PERSONS OR PARTIES
UNKNOWN CLAIMING ANY RIGHT,
TITLE, LIEN, OR INTEREST IN THE REAL
PROPERTY COMMONLY KNOWN AS 920
FRESNO STREET, ELGIN, OR 97827 ,
Defendants.

PURSUANT TO SB368, THIS IS A
JUDGMENT OF FORECLOSURE AND DOES
NOT CONSTITUTE A MONEY AWARD
AGAINST ANY DEFENDANT

Based upon the Court’s Order of Default against defendants THE ESTATE OF JOHN C.
THIBODEAU; THE UNKNOWN HEIRS, DEVISEES, AND ASSIGNEES OF JOHN C.
THIBODEAU; ANTOINETTE E. MCLACHLAN; and ALL OTHER PERSONS OR PARTIES
UNKNOWN CLAIMING ANY RIGHT, TITLE, LIEN, OR INTEREST IN THE REAL
PROPERTY COMMONLY KNOWN AS 920 FRESNO STREET, ELGIN, OR 97827 , the
records on file herein, and pursuant to the Motion for General Judgment and Declaration of
Amount Due by Default by Plaintiff U.S. BANK, NATIONAL ASSOCIATION SUCCESSOR
BY MERGER TO U.S. BANK, NATIONAL ASSOCIATION, N.D. (“Plaintiff”),

IT IS HEREBY ADJUDGED:

1. Plaintiff’s security interest in the real property located at 920 Fresno Street, Elgin,
OR 97827 (“Subject Property”), as evidenced by the Deed of Trust recorded February 28, 2011

1 in the official records of Union County as instrument number 2011-0653 ("Deed of Trust"), is a
2 viable first priority lien, superior to the interests of all the Defendants. All rights, claims,
3 ownerships, liens, titles and demands of all Defendants are subsequent to Plaintiff's lien as
4 created by the Note and Deed of Trust. The Subject Property is legally described as follows:

5 LOTS 1, 2, 3,4,23 AND 24, IN BLOCK 16 OFHINDMAN'S ADDITION TO ELGIN,
6 UNION COUNTY, OREGON, ACCORDING TO THE RECORDED PLAT OF SAID
7 ADDITION.

8 ALSO, THE WEST 10 FEET OF NINTH AVENUE (FORMERLY MAIN STREET)
9 ACCRUING TO SAID LOTS 1,2,3, AND 4 BY REASON OFVACTION ORDINANCE
10 NO.4, SERIES 1990, CITY OF ELGIN, RECORDED APRIL 4, 1991, MICROFILM
11 DOCUMENT NO. 136712, RECORDS OF UNION COUNTY, OREGON.

12 2. The Deed of Trust is foreclosed and upon entry of this Judgment the court
13 administrator shall upon request of the Plaintiff issue a writ of execution for the sale, by the
14 Sheriff, in the manner provided by law;

15 3. Plaintiff has submitted a Declaration of Amount Due and is owed the total amount
16 due under the Note and Deed of Trust and any future advances and/or fees that may be made or
17 incurred pursuant to the terms of the Note and Deed of Trust up to the date of the execution sale.
18 This amount is to be satisfied by sale of the Subject Property as directed under this Judgment;

19 4. Plaintiff reserves the right to seek attorney fees via supplemental judgment under
20 ORCP Rule 68(C);

21 5. Plaintiff reserves the right to seek cost via supplemental judgment under ORCP
22 Rule 68(A)(2) and ORS 20.115(4);

23 6. Plaintiff is owed the prevailing party fee of \$300.00, this amount to be satisfied by
24 sale of the Subject Property as directed under this Judgment.

25 7. The Sheriff shall make a return on the writ of execution to the court administrator
26 along with the proceeds of the sale, if any. The proceeds of the sale, if any, shall be applied first

1 toward the costs of the sale; then toward the satisfaction of Plaintiff's Judgment of Foreclosure
2 awarded herein; and the surplus, if any, to the clerk of the court to be distributed to such party or
3 parties as may establish their right thereto. The Defendants and all persons claiming through or
4 under Defendants, whether lien claimants, judgment creditors, claimants arising under junior
5 mortgages or deeds of trust, purchasers, encumbrances or otherwise, shall be barred and
6 foreclosed from all rights, claims, interest or equity of redemption in the Subject Property and
7 every part of the Subject Property when the time for redemption has elapsed;

8 8. Plaintiff or any other party to this action may become a purchaser at the
9 foreclosure sale, and such purchaser shall be immediately let into possession of the subject
10 property, until redemption of the property, if any. The purchaser at the foreclosure sale or any
11 successor in interest may apply to this Court for a writ of assistance to gain possession of the
12 subject property if Defendants or any other party or person refuses to surrender possession;

13 DECLARATION OF AMOUNT DUE BY DEFAULT

14 (PURSUANT TO SB 368, THIS IS A JUDGMENT OF FORECLOSURE AND DOES NOT
15 CONSTITUTE A MONEY AWARD AGAINST ANY DEFENDANT)

16 1. The amount of the judgment is \$48,425.89.

17 2. Simple interest at the variable rate currently at 6.24000% (\$7.38 *per diem*) after
18 September 8, 2017, through the date of sale.

19 3. Prevailing party fee: \$300.00.

20 **IT IS SO ADJUDGED**

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23 Signed: 10/26/2017 10:11 AM

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25 _____
26 Circuit Court Judge Thomas B Powers

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CERTIFICATE OF READINESS

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

- 1. 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.
- 2. 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.
- 3. I have served a copy of this Order or Judgment on all parties entitled to service and:
 - a. No objections have been served on me within that time frame;
 - b. I received objections that I could not resolve with the opposing party despite reasonable efforts to do so. I have filed with the Court a copy of the objections I received and indicated which objections remain unresolved;
 - c. After conferring about objections, [**Opposing Party**] agreed to independently file any remaining objection with the Court.
- 4. The relief sought is against an opposing party who has been found in default.
- 5. An order of default is being requested with this proposed judgment.
- 6. Service is not required pursuant to subsection (3) of this rule, or by statute, rule, or otherwise.
- 7. This is a proposed judgment that includes an award of punitive damages and notice has been served on the Director of the Crime Victims' Assistance Section as required by subsection (4) of this rule.


Presented By:
ALDRIDGE PITE LLP



Date: 10/24/2017

Katie L. Ri
(858) 750-7600
(503) 222-2260 (Facsimile)
kriggs@aldridgepite.com

Of Attorneys for Plaintiff

 First American Title™	Combination Guarantee
	ISSUED BY First American Title Insurance Company
Guarantee	POLICY NUMBER 5007941-0002116e

**FOR JUDICIAL FORECLOSURE, TRUSTEE'S SALE,
STATUTORY LAND SALE CONTRACT FORFEITURE,
OR LITIGATION**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, **FIRST AMERICAN TITLE INSURANCE COMPANY**, herein called the Company, for the fee paid for this Guarantee, the amount and effective date of which are shown herein, hereby guarantees the parties herein called the Assured, against actual loss not exceeding the liability amount stated herein which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, on the effective date stated herein,

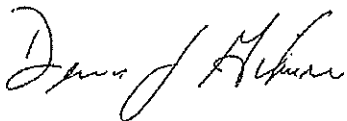
1. The title to the estate or interest described on Exhibit 1 was vested in the vestee named on Exhibit 1, subject to the matters shown as Exceptions on Exhibit 1, which Exceptions are not necessarily shown in the order of their priority;
2. If applicable, the necessary parties to be made defendants in a suit to enforce the encumbrance identified on Exhibit 1 are as shown on Exhibit 2;
3. If applicable, the names and addresses, as shown therein, of persons who have recorded requests, under Section 86.806 of the Oregon Revised Statutes, for a copy of notice of default or for a copy of notice of sale are as shown on Exhibit 2, and the names of additional persons who, under Sections 86.705 et seq. of the Oregon Revised Statutes, are entitled to receive notice of sale are as shown on Exhibit 2;
4. If applicable, the names of persons entitled to receive notice of defaults, pursuant to Sections 93.905 et seq. of the Oregon Revised Statutes, are as shown on Exhibit 2.

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Guarantee shown in Exhibit 1.

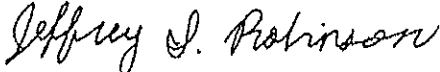
First American Title Insurance Company

For Reference:

File #: 17-28443



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

This jacket was created electronically and constitutes an original document

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this Guarantee mean:

- (a) "Land": the land described, specifically or by reference, in this Guarantee and improvements affixed thereto which by law constitute real property.
- (b) "Public records": those records established under State statutes at Date of Guarantee for the purposes of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (c) "Date": the effective date.
- (d) "The Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company.
- (e) "Mortgage": mortgage, deed of trust, trust deed, land sale contract, or other security instrument.

2. EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this Guarantee and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- (a) (1) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Guarantee.
- (2) Any governmental police power not excluded by (a)(1) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Guarantee.
- (b) Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Guarantee.
- (c) Defects, liens, encumbrances, adverse claims against the title as guaranteed, or other matters:
 - (1) created, suffered, assumed or agreed to by one or more of the Assured, whether or not shown by the public records;

- (2) not known to the Company, not recorded in the public records at Date of Guarantee but known to one or more of the Assured at Date of Guarantee;
- (3) resulting in no loss or damage to the Assured;
- (4) not resulting in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided; or
- (5) attaching or created subsequent to Date of Guarantee.
- (d) The identity of any party named or referred to in Exhibit 2 or the validity, legal effect or priority of any matter shown in Section F of Exhibit 1.
- (e) Taxes or assessments which are not shown as existing liens by the public records.
- (f) Unpatented mining claims; reservations or exceptions in United States Patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- (g) Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.

3. PROSECUTION OF ACTIONS

- (a) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
- (b) In all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

4. NOTICE OF LOSS – LIMITATION OF ACTION

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty days

after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such action within the time hereinbefore specified shall be a conclusive bar against maintenance by the Assured of any action under this Guarantee.

5. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage, the Company shall have the option to purchase the indebtedness secured by said mortgage. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

6. LIMITATION OF LIABILITY – PAYMENT OF LOSS

- (a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of the liability stated within this Guarantee.
- (b) The liability of the Company under this Guarantee shall be secondary to and shall not supersede the liability of any other insurer under any existing policy of title insurance which insures one or more of the Assured, and any loss payable under this Guarantee shall be paid only to the extent it is not payable under such other existing policy. This Guarantee is furnished for the purpose of facilitating the enforcement of the subject encumbrance or for other specific judicial or non-judicial proceeding; this Guarantee shall not be used or relied upon for any other reason.
- (c) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the written authorization of the Company.
- (d) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or

(2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.

- (e) All payments under this Guarantee, except for attorney's fees as provided for in paragraph 6(c) hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Guarantee for endorsement of such payment unless the Guarantee be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.
- (f) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.

7. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.

8. GUARANTEE ENTIRE CONTRACT

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee. No provision or condition of this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

9. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.**

10. FEE

The fee specified within this Guarantee is the total fee for title search and examination and for this Guarantee. The Company may declare this Guarantee null and void for failure to pay the fee.

EXHIBIT 1

FILE NO.: 17-28443
LIABILITY \$ 43,161.60
FEE \$ 276.00

GUARANTEE NO.: 5007941-0002116e
EFFECTIVE DATE: February 7, 2017 at 8:00 a.m.

A. The Assured is:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

B. The encumbrance to be enforced is:

Line of Credit Deed of Trust, including the terms and provisions thereof, executed by John C. Thibodeau, unmarried, Grantor, to U.S. Bank Trust Company, National Association, as Trustee for U.S. Bank National Association ND, Beneficiary, dated January 28, 2011, recorded February 25, 2011, as Microfilm Document No. 20110653, Records of Union County, Oregon, given to secure the payment of \$52,000.00.

C. The estate or interest in the land which is covered by this Guarantee is:

A FEE

D. Title to the estate or interest in the land is vested, as of the effective date, in:

THE HEIRS AND/OR DEVISEES OF JOHN C. THIBODEAU, DECEASED

E. The land referred to in this Guarantee is described as follows:

Lots 1, 2, 3, 4, 23 and 24, in Block 16 of Hindman's addition to Elgin, Union County, Oregon, according to the recorded plat of said addition.

ALSO, the West 10 feet of Ninth Avenue (formerly Main Street) accruing to said Lots 1, 2, 3, and 4 by reason of Vacation Ordinance No. 4, Series 1990, City of Elgin, recorded April 4, 1991, Microfilm Document No. 136712, Records of Union County, Oregon.

(01N3915AB-2300; Ref. 12548)

F. As of the effective date, the land covered by this Guarantee is subject to the following Exceptions:

1. Easements for utilities in that part of this property lying within vacated Ninth Avenue, as reserved by the City of Elgin Ordinance No. 4, Series 1990, recorded April 4, 1991, as Microfilm Document No. 136712, Records of Union County, Oregon.
2. Line of Credit Deed of Trust, including the terms and provisions thereof, executed by John C. Thibodeau, unmarried, Grantor, to U.S. Bank Trust Company, National Association, as Trustee for U.S. Bank National Association ND, Beneficiary, dated January 28, 2011, recorded February 25, 2011, as Microfilm Document No. 20110653, Records of Union County, Oregon, given to secure the payment of \$52,000.00.
3. Right-of-way for Ditch as shown on assessor's map.
4. Easements and restrictions, including the terms and provisions thereof, affecting that part of this property lying within vacated Ninth Avenue, created by vacation ordinance, recorded April 4, 1991, as Microfilm Document No. 136712, Records of Union County, Oregon.

5. Due probate and administration of the Estate of John C. Thibodeau, deceased, and the interest to be disclosed thereby.

NOTE: We find no record of a probate filed in the Circuit Court of Union County, Oregon.

6. Subject to liens in favor of the City of Elgin, if any. A letter has been sent to the City of Elgin to determine if there are any liens against this property. Subsequent advice will follow if any such liens are found.

Unpaid Water and Sewer bills are not a lien on the property and will be the responsibility of the Seller, Purchaser, and/or Borrower to take care of outside of closing.

NOTE: Taxes for 2016-17 are PAID IN FULL.

Tax Amount: \$660.98
Account No.: 01N3915AB-2300
Reference No.: 12548

NOTE: We are informed that the property described herein has a physical address of:

920 Fresno Street, Elgin, OR 97827

NOTE: The last recorded deed for the herein described property was conveyed to John C. Thibodeau, recorded July 1, 1993, as Microfilm Document No. 147995, Records of Union County, Oregon.

John C. Thibodeau is deceased, as evidenced by a newspaper obituary.

EXHIBIT 2

[Guarantee No. 5007941-0002116e]

Relative to the encumbrance to be enforced, if any, shown on Exhibit 1:

1. Attention is directed to The Servicemembers Civil Relief Act (successor to The Soldiers' and Sailors' Civil Relief Act of 1940), which restricts proceedings against persons in the military service of the United States.
2. Attention is called to the Federal Tax Lien Act of 1966 (Public Law 89-719) which, among other things, provides that written notice of a non-judicial sale be given to the Secretary of the Treasury or his or her delegate as a requirement for the discharge of a federal tax lien or the divestment of any title of the United States, and establishes a right in the United States to redeem the property within a period of 120 days from the date of such sale.
3. Except as shown on Exhibit 1, no notice of pendency of an action for the foreclosure of the encumbrance to be enforced has been recorded in the county in which the premises are situated.
4. This Guarantee provides no assurances with respect to any facts, rights, title, interests or claims which are not shown by the public records, and this Exhibit 2 is not intended to show the names of persons whose rights, title, interests or claims are not shown by the public records, including, without limitation, those who may be known to the Assured or who could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
5. If applicable, the names and addresses, as shown therein, of persons who have recorded requests for a copy of a notice of sale or notice of default, under ORS 86.785 of the Oregon trust deed statutes, are:

N/A

6. If applicable, the name of the Grantor in the encumbrance whose lien is to be enforced is:

JOHN C. THIBODEAU

7. If applicable, the name of the successor in interest to the Grantor is:

THE HEIRS AND/OR DEVICEES OF JOHN C. THIBODEAU

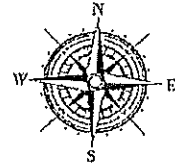
8. If applicable, the names of additional necessary persons not shown above to be made defendants in a suit to enforce the subject encumbrance; or, if applicable, the names of additional persons who are entitled, under the Oregon trust deed statutes, ORS 86.705 et seq., to receive notice of sale; or, if applicable, the names of additional persons who are entitled, under the land sale contract forfeiture statutes, ORS 93.905 et seq., to receive notice of default, are:
 - (a) Parties in possession or claiming the right to possession.
 - (b) The Heirs and/or Devictees of John C. Thibodeau

EOT

EASTERN OREGON TITLE, INC.

1601 Adams Avenue, P.O. Box 1084
La Grande, OR 97850

Phone: (541) 963-8561 Fax: (541) 963-2391



TITLE INSURANCE

ESCROW CLOSING

ESCROW COLLECTION

This map is furnished as a convenience in locating property; the company assumes no liability for any variation as may be disclosed by actual survey. ORDER NO. 17-28443

