

1 County on June 15, 2016; a true copy of the General Judgment of Foreclosure is attached hereto
2 and made a part hereof.

3 Judgment Creditor: THE BANK OF NEW YORK MELLON FKA THE
4 BANK OF NEW YORK, AS TRUSTEE FOR THE
5 CERTIFICATEHOLDERS OF CW ALT, INC,
6 ALTERNATIVE LOAN TRUST 2005-84, MORTGAGE
7 PASS-THROUGH CERTIFICATES, SERIES 2005-84,

8 Judgment Creditor Address: 55 Beattie Place, Suite 100
9 Greenville, SC 29601-2743

10 NOW THEREFORE IN THE NAME OF THE STATE OF OREGON, you are
11 commanded to sell the real property as by said General Judgment of Foreclosure according to
12 law (subject to redemption) all of the interest that the Defendant Jerrah M. King had on the 24th
13 day of October 2005, the date of the Mortgage, and also all of the interest that Defendants had
14 thereafter, in the real property described in the Judgment as:

15 See Exhibit "1"

16 Tax Parcel Number: 0324976

17 The street address of the real property to be levied upon is 800 Territorial St, Harrisburg,
18 OR 97446.

19 The above referenced property shall be sold to satisfy the following sums: The base
20 judgment amount of \$132,000.00; plus prejudgment interest in the amount of \$42,215.55; plus
21 additional pre-judgment interest in the amount of \$6,350.50; plus Plaintiff's costs and reasonable
22 attorney fees in the amount of \$5,299.00; plus post-judgment interest in the amount of
23 \$24,656.45; for a total of \$210,521.60, with interest to continue to accrue at 9.00% (\$45.83 per
24 diem) until the date of sale; Thus,

25 THE TOTAL AMOUNT OF EXECUTION REQUESTED HEREON, STATED AS OF
26 THE DATE OF SUBMISSION (December 5, 2017) IS AS FOLLOWS:

27 WRIT OF EXECUTION -2-

28 ZIEVE, BRODNAX & STEELE, LLP
Amy F. Harrington, Esq.
One World Trade Center
121 Southwest Salmon St., 11th Floor
Portland, OR 97204
714-848-7920
aharrington@zbslaw.com

1	Base Judgment	\$132,000.00	
2	Pre-judgment Interest	\$42,215.55	
3	Additional pre-judgment Interest		
4	To 6/15/16	\$6,350.60	
5	Plaintiff's Costs and Attorney Fees	\$5,299.00	
6	Post-judgment Interest to 12/5/17 at		
7	9% (\$45.83 per diem)	\$24,656.45	
8	Total due as of December 5, 2017	\$210,521.60	plus \$45.83 per diem

9 thereafter until paid.

10 The proceeds of sale shall be applied, delivered, and distributed according to ORS
11 18.950.

12 The Sheriff is hereby authorized to continue execution under the writ and delay making a
13 return on the writ to a date not later than 150 days after the sheriff receives the writ as long as the
14 execution sale occurs no later than 150 days after the sheriff receives the writ pursuant to ORS
15 18.872.



Signed: 12/19/2017 10:58 AM

Cynthia Mitchell

Cynthia Mitchell, Administrative Authority

22 Submitted

23 
24 Amy F. Harrington, OSB No. 123363

26 WRIT OF EXECUTION -3-

27 ZIEVE, BRODNAX & STEELE, LLP
28 Amy F. Harrington, Esq.
One World Trade Center
121 Southwest Salmon St., 11th Floor
Portland, OR 97204
714-848-7920
aharrington@zbslaw.com



Order No. [REDACTED]

LEGAL DESCRIPTION

Part of Tract 4, ROBERTS ADDITION to the City of Harrisburg, and described as follows: Beginning at a 1/2 inch rod which is North 89°7' East 220 feet from the West line of Tract 4, ROBERTS ADDITION to the City of Harrisburg, and 30 feet South of the South line of the W.H. McCulley Donation Land Claim No. 41 in Section 15, Township 15 South, Range 4 West of the Willamette Meridian, Linn County, State of Oregon; thence South 0°18' East parallel with the West line said Tract 4, a distance of 100 feet to a 1/2 inch pipe; thence North 89°47' East parallel with the South line of the said McCulley Donation Land Claim 100 feet; thence North 0°18' West 100 feet to a 1/2 inch rod, said rod being 30 feet South of the South line of said McCulley Donation Land Claim; thence South 89°47' West 100 feet to the place of beginning.

TOGETHER WITH

Beginning at a 1/2 inch iron rod on the North line of Roberts Addition to Harrisburg, Linn County, State of Oregon, said iron rod being North 89°47' East 216.00 feet from the Northwest corner of Lot 4, said addition; thence South 0°18' East parallel with the West line of said Lot 4 a distance of 100.00 feet to a 1/2 inch iron rod; thence North 89°47' East parallel with the North line of said Lot 4 a distance of 4.00 feet; thence North 0°18' West parallel with the West line of said Lot 4 a distance of 100.00 feet to a 1/2 inch iron rod, thence South 89°47' West 4.00 feet to the place of beginning, in the City of Harrisburg, Linn County, State of Oregon.

TOGETHER WITH

Beginning at a 1/2 inch iron rod which is North 89°47' East 320 feet from the West line of Tract 4 of Roberts Addition to the City of Harrisburg, and 30 feet South of the South line of the W.H. McCulley Donation Land Claim said No. 41 in Township 15 South, Range 4 West of the Willamette Meridian, thence South 0°18' East parallel with the West line of said Tract 4 a distance of 100 feet; thence North 89°47' East 100 feet parallel with the South line of said Claim No. 41; thence North 0°18' West 100 feet to a 1/2 inch iron rod which is 2.7 feet North 89°47' East from the West line of Tract 5 of said Addition and 30 feet South of the South line of said Claim No. 41; thence, South 89°47' West 100 feet to the place of beginning.

SAVE AND EXCEPT:

All of that portion of Lot 4 and Lot 5, ROBERTS ADDITION TO HARRISBURG, in the City of Harrisburg, Linn County, State of Oregon, described as follows: Beginning at a 1/2 inch iron rod which is North 89°47' East 2.70 feet from the West line of said Lot 5, and 30 feet South of the South line of the W.H. McCulley Donation Land Claim No. 41 in Township 15 South, Range 4 West of the Willamette Meridian; thence South 0°18' East 100.00 feet to a 1/2 inch iron rod; thence South 89°47' West 85.00 feet to a 1/2 inch iron rod; thence North 0°18' West 100.00 feet to a 1/2 inch iron rod which is 30 feet South of the South line of said Donation Land Claim No.41, thence North 89°47' East 85 feet to the place of beginning.

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

THE BANK OF NEW YORK MELLON
FKA THE BANK OF NEW YORK, AS
TRUSTEE FOR THE
CERTIFICATEHOLDERS OF CWALT,
INC., ALTERNATIVE LOAN TRUST 2005-
84, MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2005-84,

Plaintiff,

vs.

JERRAH M. KING, 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: 15CV01236

GENERAL JUDGMENT OF
FORECLOSURE AGAINST:

1. JERRAH M. KING

1.

THIS MATTER, coming on regularly before the Court, and it appearing from the record
herein that Plaintiff, THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK,
AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN
TRUST 2005-84, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-84
("Plaintiff"), filed its Complaint for Foreclosure of Deed of Trust; that Defendant JERRAH M.
KING ("Defendants") was duly served with the Summons and Complaint as required by law; that
Defendant failed to appear, that the ORDER FOR ENTRY OF DEFAULT AGAINST
DEFENDANT JERRAH M. KING has been entered against him on Plaintiff's Complaint, and that

1 Plaintiff is entitled to entry of a General Judgment foreclosing Plaintiff's deed of trust against the
2 property commonly known as 800 TERRITORIAL STREET, HARRISBURG, OR 97446
3 ("Property") and extinguishing any and all 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 October 24, 2005, in the
9 amount of \$132,000.00, and executed by JERRAH M. KING.

10 4.

11 The Note is secured by that certain deed of trust ("Deed of Trust") executed on or about
12 October 26, 2005, by JERRAH M. KING. The Deed of Trust was recorded on October 28, 2005
13 under the recording number Vol. 1781 Page 249 of the Official Records of Linn County, Oregon,
14 against the Property, which is legally described as:

15 See Exhibit "1"

16 ("Property") and constitutes a valid lien against the Property.

17 5.

18 Defendant JERRAH M. KING failed to comply with the terms of the Note and Deed of Trust
19 by failing to make the payments required by the terms of the Note and Deed of Trust. Pursuant to the
20 terms of the Note and Deed of Trust, Plaintiff declared all sums due and owing under the Note and
21 Deed of Trust immediately due and payable.

22 6.

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

27 7.

28 A judgment of foreclosure in the amount of \$179,514.95 shall be granted in favor of Plaintiff,

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

21 12.

22 Defendant JERRAH M. KING 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
28 possession of the Property from and after the date of the sale, and is entitled to such remedies as are

1 available at law to secure possession of the Property, and may apply to the Clerk of the Court for a
2 writ of assistance, if Defendants, any of them, or any other party or person shall refuse to surrender
3 possession of the Property to the purchaser immediately on the purchaser's demand for possession.

4 15.

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

8 16.

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

11 17.

12 This suit does not constitute an attempt to collect the debt against Defendant JERRAH M.
13 KING. Rather, it is a suit to execute upon the Property as security for the Amount Owed.

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

15 1. Judgment Creditor:

16 Address:

17 THE BANK OF NEW YORK MELLON FKA
18 THE BANK OF NEW YORK, AS TRUSTEE
19 FOR THE CERTIFICATEHOLDERS OF
20 CWALT, INC., ALTERNATIVE LOAN
21 TRUST 2005-84, MORTGAGE PASS-
22 THROUGH CERTIFICATES, SERIES 2005-
23 84
24 c/o MALCOLM ♦ CISNEROS,
25 A Law Corporation
26 2112 Business Center Drive, 2nd Floor
27 Irvine, California 92612
28

1	Judgment Attorney:	Richard J. Bayless
2	Address:	MALCOLM ♦ CISNEROS, A Law Corporation
3		2112 Business Center Drive, 2 nd Floor
4		Irvine, California 92612
5	Telephone Number:	(949) 252-9400
6	2. Judgment Debtor:	JERRAH M. KING
7	Address:	1433 W SHANNON AVE
8		SPOKANE, WA 99205
9	Year of Birth:	Unknown
10	Final 4 digits of Social Security number:	XXX-XX-7162
11	Driver's license number and issuing state:	Unknown
12	Judgment Debtor Attorney:	N/A
13		
14	3. Persons or Public Bodies Entitled to	
15	a Portion the Judgment:	N/A
16	4. Judgment Amount:	\$174,215.55
17	5. Pre-Judgment Interest:	Simple interest to accrue on \$132,000.00 from
18		September 9, 2015 to the date the Judgment is
19		entered into the Court's register at 6.250% per
20		annum, \$22.60 per diem.
21	6. Post-Judgment Interest:	Simple interest to accrue on \$179,514.95 plus
22		Pre-Judgment Interest from the day after the
23		General Judgment is entered to the date upon
24		which the Writ of Execution in Foreclosure is
25		levied at the legal rate of interest or 9% per
26		annum, whichever is greater.
27	7. Periodic accrual:	N/A
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8. Attorney's Fees and Costs:

An award of \$5,299.00 in attorney's fees and costs is made.

Attorney's Fees:	\$3,000.00
Filing Cost:	\$531.00
Recording Cost:	\$75.00
Service Cost:	\$300.00
Advance (payoff lien):	\$588.40
Litigation Guarantee:	\$605.00
Mediation Cost:	\$200.00

Signed: 6/15/2016 04:38 PM

Circuit Court Judge, Thomas A. McHill

Submitted by:

Dated: 6/13/16

- Nathan F. Smith, OSB #120112
- Richard J. Bayless, OSB #101826
Attorneys for Plaintiff
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EXHIBIT 1