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CLACKAMAS CNTY SHERIFF

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

WELLS FARGO BANK, NA,

Plaintiff,

vs.

THE UNKNOWN HEIRS AND DEVISEES  
OF DAVID H. BARR SR.; CRYSTAL  
QUINN; DAVID H BARR JR.; OCCUPANTS  
OF THE PROPERTY,

Defendants.

Case No.: 16CV10117

WRIT OF EXECUTION IN  
FORECLOSURE

**TO THE CLACKAMAS COUNTY SHERIFF:**

A Judgment of Foreclosure was entered and docketed in this case on November 1, 2017.

A true copy of the Judgment is attached hereto. The Judgment was entered in favor of the  
Judgment Creditor:

WELLS FARGO BANK, NA  
c/o Jeremy Clifford  
Attorney for Plaintiff

McCarthy & Holthus, LLP  
920 SW 3rd Ave, 1st Floor  
Portland, OR 97204

1 With the adjudicated amount due of \$559,366.79, plus post judgment interest at the statutory rate  
2 of 9.0% per annum from November 1, 2017 to December 6, 2017 in the amount of \$4,827.41,  
3 and continuing with a per diem of \$137.93, currently totaling \$564,194.20.

4 **NOW, THEREFORE, IN THE NAME OF THE STATE OF OREGON**, you are  
5 hereby commanded to sell, in the manner prescribed by law for the sale of real property on  
6 execution (subject to redemption of 180 days), all of the interest that the Defendant had on or  
7 about June 10, 2009, the date of the Deed of Trust, and also the interest that the Defendant had  
8 thereafter, in the real property described as follows in attached Exhibit 1, APN/Parcel #  
9 00721106, and commonly known as: 21330 E Parkway Avenue, Rhododendron, OR 97049.

10 Sale of the property is to satisfy the sum listed above, plus the costs incurred in  
11 performing this Writ. Pursuant to ORS 18.872, you are authorized to continue execution under  
12 the writ and delay making a return on the writ to no later than 150 days from receipt of the writ.  
13 You are to make the return within 60 days after you receive this Writ. Should the sale be  
14 continued, the writ may be automatically extended for 30 days.

15 COURT CLERK HAS NOT VERIFIED FIGURES IN THIS WRIT.  
16 IF YOU HAVE ANY QUESTIONS REGARDING THIS WRIT,  
17 PLEASE CONTACT YOUR LEGAL COUNSEL, THE ISSUING  
ATTORNEY OR THE ISSUING COMPANY. DEBTOR MAY CONTEST  
THIS WRIT BY FILING A CLAIM OF EXEMPTION.



December 13, 2017  
Wendy Watson

18 Dated: 12/4/17 and submitted by:

19 **McCarthy & Holthus, LLP**

20 \_\_\_\_\_  
21 Jeremy Clifford OSB No. 142987  
22 920 SW 3rd Ave, 1st Floor  
23 Portland, OR 97204  
24 Phone: (971) 201-3200  
25 Fax: (971) 201-3202  
26 jelifford@mccarthyholthus.com  
27 Of Attorneys for Plaintiff  
28

Court Administrator relies on the information  
provided by the person seeking issuance of  
this writ of execution and is not liable for any  
errors or omissions in the information

# EXHIBIT 1

PARCEL I:

LOTS 6 AND 7, BLOCK 2, RAY-MORR HILLS, IN THE COUNTY OF CLACKAMAS AND STATE OF OREGON.

PARCEL II:

PART OF BLOCK 3, RAYMORR HILLS, IN THE COUNTY OF CLACKAMAS AND STATE OF OREGON.

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 5 IN SAID PLAT OF RAYMORR HILLS, THENCE SOUTH  $1^{\circ}25'$  EAST ALONG THE NORTHERLY EXTENSION OF THE WEST LINE OF LOTS 7 AND 6, BLOCK 4 OF SAID PLAT AND THE WEST LINE OF SAID LOTS 6 AND 7, A DISTANCE OF 170 FEET TO THE NORTHWEST CORNER OF LOT 5, BLOCK 4, THENCE SOUTH  $50^{\circ}14'$  WEST ALONG THE WESTERLY LOT LINE OF SAID LOT 5 A DISTANCE OF 120.88 FEET, THENCE SOUTH  $88^{\circ}35'$  WEST ALONG THE NORTH LINE OF LOT 7, BLOCK 2, OF SAID PLAT AND THE EASTERLY EXTENSION THEREOF 217 FEET TO THE SOUTHWEST CORNER OF BLOCK 3, THENCE NORTH  $2^{\circ}42'$  WEST ALONG THE WEST LINE OF SAID BLOCK 3 A DISTANCE OF 250.93 FEET, THENCE NORTH  $89^{\circ}38'40''$  EAST 317.57 FEET TO THE POINT OF BEGINNING.

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

WELLS FARGO BANK, NA,

Plaintiff,

vs.

THE UNKNOWN HEIRS AND DEWISEES  
OF DAVID H. BARR SR.; CRYSTAL  
QUINN; DAVID H BARR JR.;  
OCCUPANTS OF THE PROPERTY

Defendants.

Case No.: 16CV10117

GENERAL JUDGMENT OF  
FORECLOSURE

1.

THIS MATTER came before the Court on Plaintiff's motion.

a. Defendants THE UNKNOWN HEIRS AND DEWISEES OF DAVID H. BARR SR.;  
CRYSTAL QUINN; DAVID H BARR JR.; OCCUPANTS OF THE PROPERTY  
("Defaulted Defendants") were duly served with process and failed to appear; the default has  
been entered against Defaulted Defendants, and it appearing that Defaulted Defendants are  
not incapacitated, protected persons, respondents as defined in ORS 125.005, minors, or in  
the military service of the United States;

2.

IT IS HEREBY ADJUDGED that Plaintiff shall have judgment as follows:

1 a. The real property to which this judgment relates is located and situated in Clackamas County,  
2 Oregon, and is commonly known as 21330 E Parkway Avenue, Rhododendron, OR 97049  
3 (the "Subject Property"), legally described as shown in the attached *Exhibit 1*, and having  
4 APN/Parcel No. 00721106.

5 b. Plaintiff is entitled to enforce the note dated June 10, 2009 and made, delivered, and executed  
6 by David H. Barr Sr. to Wells Fargo Bank, NA in the amount of \$411,000.00 (the "Note").  
7 The Note was transferred to Plaintiff by delivery of possession and by indorsement set forth  
8 on the Note.

9 c. A deed of trust was made, executed, and delivered by Defendant David H. Barr Sr. on or  
10 about June 10, 2009 (the "Deed of Trust"). The Deed of Trust was recorded on June 17,  
11 2009 as Instrument No. 2009-042956 in the official records of Clackamas County, Oregon.  
12 The Deed of Trust is a valid and perfected lien against all of the Property for and securing the  
13 Amount Due. The lien of the Plaintiff is superior to any interest, lien, or claim of the  
14 Defendants and shall remain in effect until issuance of a Sheriff's Deed.

15 d. The Borrower failed to make the payment that was due for June 1, 2011 and has not cured  
16 the default. The amount of debt secured by the Deed of Trust that is now due and owing is  
17 comprised of the following amounts (the "Amount Due"):

18	a) Unpaid principal balance:	\$398,430.19
19	b) Prejudgment interest accruing from	\$121,312.92
20	5/1/2011 through 9/29/2017 and	
21	continuing until the entry of	
	judgment at the current Note rate of	
	4.75%:	
22	c) Additional amounts due under the	\$33,774.07
23	terms of the loan:	
24	d) Attorney fees and costs:	\$5,764.61
25	e) Prevailing party fee (ORS 20.190	\$85.00
	(1)(a)):	
26	<b>Total:</b>	<b>\$559,366.79</b>

1 Pursuant to ORS 82.010 (2), post-judgment interest shall accrue on the Amount Due from the  
2 date of entry of this judgment through the sale of the Subject Property at the rate of 9.00%  
3 per annum.

4 e. The interest of the Defendants and any successor in interest in the Subject Property is  
5 foreclosed and terminated excepting only any statutory right of redemption as provided by  
6 Oregon law.

7 f. The Defendant is not entitled to a homestead exception as against Plaintiff's judgment.

8 g. All right, title and interest in the Subject Property that Defendant David H. Barr Sr. had as of  
9 the date of the Deed of Trust or thereafter acquired is hereby ordered to be sold by the  
10 Clackamas County Sheriff's Office in accordance with the process for sale upon execution,  
11 and the proceeds of sale shall be applied:

- 12 1) First, to the costs of sale not incurred by Plaintiff;
- 13 2) Second, to the Amount Due, plus post-judgment interest accruing from the date of  
14 entry of judgment through the date of the sale and any incurred costs of sale;
- 15 3) Third, the surplus, if any, to the Defendants in the priority as their interest may  
16 appear, described *infra*, or to the clerk of the court to be distributed by the Court to  
17 such party or parties as they may establish their right thereto.

18 h. Plaintiff may become purchaser at the sale of the Subject Property and, pursuant to ORS  
19 18.936 (2), may credit bid up to the Amount Due, plus post-judgment interest accruing from  
20 the date of entry of judgment through the date of the sale and any incurred costs of sale.

21 i. The purchaser at the sale is entitled to exclusive and immediate possession of the Subject  
22 Property from and after the date of the sale and is entitled to such remedies as are available at  
23 law or in equity to secure possession. The purchaser at the sale may apply to the Court for a  
24 writ of assistance if any Defendant, other party, or other person shall refuse to surrender  
25 possession to the purchaser immediately upon the purchaser's demand for possession.

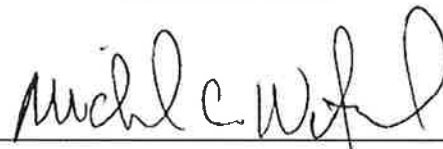
26 j. In the event the proceeds of sale are insufficient to pay the Amount Due, Plaintiff shall not be  
27 entitled to any further or other judgment, including a judgment for the deficiency.

1 k. If, before the sale, the Amount Due is brought into court and paid to the clerk, the execution,  
2 if issued, shall be recalled and the effect of the judgment as to the Amount Due shall be  
3 terminated.

4 l. Pursuant to ORS 18.950 (4), the apparent priority of liens subsequent and inferior to the  
5 Deed of Trust are as follows:

- 6 1) Defendant CRYSTAL QUINN, daughter of DAVID H. BARR SR., may claim some  
7 interest in the Subject Property by virtue of intestate succession, devise, or operation  
8 of law  
9 2) Defendant DAVID H BARR JR., son of DAVID H. BARR SR., may claim some  
10 interest in the Subject Property by virtue of intestate succession, devise, or operation  
11 of law.

Signed: 10/27/2017 10:04 AM



16 Circuit Court Judge Michael C. Wetzel

17  
18  
19 I hereby certify that the requirements of UTCR 5.100 have been satisfied.

20 This proposed General Judgment Of Foreclosure is ready for judicial signature because:

21  Each opposing party affected by this order or judgment has stipulated to the order or  
22 judgment, as shown by each opposing party's signature on the document being  
submitted.

23  Each opposing party affected by this order or judgment has approved the order or  
24 judgment, as shown by signature on the document being submitted or by written  
confirmation of approval sent to me.

25  I have served a copy of this order or judgment on all parties entitled to service and:

26  No objection has been served on me.  
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1           [ ] I received objections that I could not resolve with the opposing party despite  
2           reasonable efforts to do so. I have filed a copy of the objections I received and  
3           indicated which objections remain unresolved.

4           [ ] After conferring about objections, \_\_\_\_\_ agreed to independently file  
5           any remaining objection.

6           [X] The relief sought is against an opposing party who has been found in default.

7           [ ] An order of default is being requested with this proposed judgment.

8           [ ] Service is not required pursuant to subsection (3) of this rule, or by statute, rule, or  
9           otherwise.

10          [ ] This is a proposed judgment that includes an award of punitive damages and notice  
11          has been served on the Director of the Crime Victims' Assistance Section as required  
12          by subsection (4) of this rule.

13          [ ] Other: \_\_\_\_\_

14 Dated September 29, 2017 and submitted by:

15 **McCarthy & Holthus, LLP**

16 s/ Michael Scott

17 \_\_\_\_\_  
18 Michael Scott OSB No. 973947

19 920 SW 3rd Ave, 1st Floor

20 Portland, OR 97204

21 Phone: (971) 201-3200

22 Fax: (971) 201-3202

23 mscott@mccarthyholthus.com

24 Of Attorneys for Plaintiff



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