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

NATIONSTAR MORTGAGE LLC,

Plaintiff,

vs.

THE UNKNOWN HEIRS AND DEVISEES
OF MARLA J BENNETT; LARRY W
FERGUSON; RENA BROWN; BYRNE
BENNETT; LIHN BENNETT; JANNA
BENNETT; OCCUPANTS OF THE
PROPERTY,

Defendants.

Case No.: 17CV01889

WRIT OF EXECUTION IN
FORECLOSURE

TO THE LAKE COUNTY SHERIFF:

A Judgment of Foreclosure was entered and docketed in this case on October 26, 2017.

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

NATIONSTAR MORTGAGE LLC
c/o Robert Hakari, Attorney for Plaintiff
McCarthy & Holthus, LLP
920 SW 3rd Ave, 1st Floor
Portland, OR 97204

With the adjudicated amount due of \$33,138.01, plus post judgment interest at the statutory rate of 9.0% per annum from October 26, 2017 to December 8, 2017 in the amount of \$351.35, and continuing with a per diem of \$8.17, currently totaling \$33,489.36.

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 on execution (subject to redemption of 180 days), all of the interest that the Defendant had on or

1 about September 27, 2000, the date of the Deed of Trust, and also the interest that the Defendant
2 had thereafter, in the real property described as shown in Exhibit 1, having APN/Parcel # 13260,
3 and commonly known as: 121 South I Street, Lakeview, OR 97630.

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

10 12-13-17



Cindy Briggs

13 **McCarthy & Holthus, LLP**

14 s/ Robert B. Hakari 12/4/17

15 Robert Hakari OSB No. 114082
16 920 SW 3rd Ave, 1st Floor
17 Portland, OR 97204
18 Phone: (971) 201-3200
19 Fax: (971) 201-3202
20 rhakari@mccarthyholthus.com
21 Of Attorneys for Plaintiff

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

NATIONSTAR MORTGAGE LLC,

Plaintiff,

vs.

THE UNKNOWN HEIRS AND DEVISEES
OF MARLA J BENNETT; LARRY W
FERGUSON; RENA BROWN; BYRNE
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BENNETT; OCCUPANTS OF THE
PROPERTY

Defendants.

Case No.: 17CV01889

GENERAL JUDGMENT OF
FORECLOSURE

1.

THIS MATTER came before the Court on Plaintiff's motion. Defendants were duly served with process and failed to appear; the default has been entered against Defendants, and it appearing that 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:

- a. The real property to which this judgment relates is located and situated in Lake County, Oregon, and is commonly known as 121 South I Street, Lakeview, OR 97630 (the "Subject Property"), legally described as shown in the attached *Exhibit 1*, and having APN/Parcel No. 13260 .
- b. Plaintiff is entitled to enforce the note dated September 27, 2000 and made, delivered, and executed by Marla J Bennett and Larry W Ferguson ("Borrowers") to Security Bank in the amount of \$46,800.00 (the "Note"). The Note was transferred to Plaintiff by delivery of

EXHIBIT 1

Lot 3 in Block 1 of Vernon's First Addition of the Town of Lakeview, Lake County, Oregon, according to the official Plat thereof.

1 possession and by indorsement set forth on the Note.

2 c. A deed of trust was made, executed, and delivered by Borrowers on or about September 28,
3 2000 (the "Deed of Trust"). The Deed of Trust was recorded on October 2, 2000 as Book
4 120 Page 930 in the official records of Lake County, Oregon. The Deed of Trust is a valid
5 and perfected lien against all of the Property for and securing the Amount Due. The lien of
6 the Plaintiff is superior to any interest, lien, or claim of the Defendants and shall remain in
7 effect until issuance of a Sheriff's Deed.

8 d. Borrowers failed to make the payment that was due for June 1, 2016 and has not cured the
9 default. The amount of debt secured by the Deed of Trust that is now due and owing is
10 comprised of the following amounts (the "Amount Due"):

- | | | |
|----|---------------------------------------|--------------------|
| 11 | a) Unpaid principal balance: | \$26,689.99 |
| 12 | b) Prejudgment interest accruing from | \$1,271.07 |
| 13 | 5/1/2016 through 10/25/2017 and | |
| 14 | continuing until the entry of | |
| | judgment at the current Note rate of | |
| | 3.25% | |
| 15 | c) Additional amounts due under the | \$862.30 |
| 16 | terms of the loan: | |
| 17 | d) Attorney fees and costs: | \$4,229.65 |
| 18 | e) Prevailing party fee (ORS 20.190 | \$85.00 |
| | (1)(a)): | |
| 19 | Total: | \$33,138.01 |

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

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

26 f. The Defendants are not entitled to a homestead exception as against Plaintiff's judgment.

27 g. All right, title and interest in the Subject Property that Borrowers had as of the date of the
28

1 Deed of Trust or thereafter acquired is hereby ordered to be sold by the Lake County
2 Sheriff's Office in accordance with the process for sale upon execution, and the proceeds of
3 sale shall be applied:

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

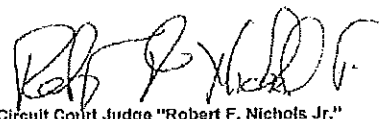
10 h. Plaintiff may become purchaser at the sale of the Subject Property and, pursuant to ORS
11 18.936 (2), may credit bid up to the Amount Due, plus post-judgment interest accruing from
12 the date of entry of judgment through the date of the sale and any incurred costs of sale.

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

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

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

Signed: 10/26/2017 09:45 AM



Circuit Court Judge "Robert F. Nichols Jr."

1 I hereby certify that the requirements of UTCR 5.100 have been satisfied.
2 This proposed Judgment Of Foreclosure is ready for judicial signature because:

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

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

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

8 No objection has been served on me.

9 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.

10 After conferring about objections, _____ agreed to independently file
any remaining objection.

11 The relief sought is against an opposing party who has been found in default.

12 An order of default is being requested with this proposed judgment.

13 Service is not required pursuant to subsection (3) of this rule, or by statute, rule, or
14 otherwise.

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

17 Other: _____

18 **McCarthy & Holthus, LLP**

19 s/ Robert B. Hakari 10/25/2017

20 x Robert Hakari OSB No. 114082

21 920 SW 3rd Ave, 1st Floor

22 Portland, OR 97204

23 Phone: (971) 201-3200

24 Fax: (971) 201-3202

25 rhakari@mccarthyholthus.com

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Lot 3 in Block 1 of Vernon's First Addition of the Town of Lakeview, Lake County, Oregon, according to the official Plat thereof.