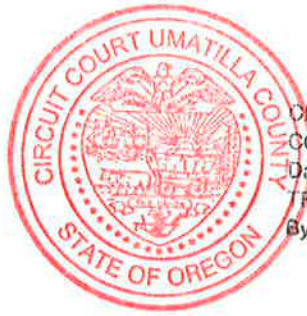


Verified Correct Copy of Original 10/23/2017



CERTIFIED TO BE A TRUE AND
CORRECT COPY OF THE ORIGINAL
Dated Oct 27 2017
CIRCUIT COURT ADMINISTRATOR
By [Signature]

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

U.S. BANK TRUST, N.A., AS TRUSTEE
FOR LSF9 MASTER PARTICIPATION
TRUST,

CASE NUMBER: CV131103

Plaintiff,

WRIT OF EXECUTION IN FORECLOSURE

vs.

AMY L. VORIES, an individual; MONTE R.
VORIES, 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.

TO: THE SHERIFF OF UMATILLA COUNTY, OREGON:

1.

WHEREAS, on October 13, 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 Defendants MONTE R. VORIES and AMY
2 L. VORIES ("Defendants") had on November 17, 2006, the date of the foreclosed Deed of Trust
3 which was recorded on January 17, 2007, as Instrument No. 2007-5130627 in the official records of
4 the Umatilla County Recorder's Office, and/or all of the interest which Defendants had thereafter, in
5 the real property described in the Judgment to satisfy the Judgment as follows:

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

8 Unpaid Principal Balance: \$131,169.07

9 Pre-Judgment Interest from January 1,
10 2011 to July 31, 2017, the date set forth
11 in the Judgment at 6.375%, per annum,

12 (\$22.91 per diem): \$55,040.81

13 Lender's Fees and Costs: \$18,387.29

14 Attorney's Fees and Costs: \$5,239.00

15
16 ***Total Judgment Entered: \$209,836.17***

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

19 Accrued Interest from August 1, 2017,
20 the day after the date set forth in the
21 Judgment through October 13, 2017,
22 the date of entry of the Judgment, at

23 6.375%, per annum (\$22.91 per diem): \$1,672.43

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Total Judgment Entered Including

Additional Pre-Judgment

Interest: \$211,508.60

3.

Additionally, Plaintiff is entitled to the accrual of post-judgment interest on \$211,508.60 at the legal rate of interest of 9% per annum, \$52.15 per diem, from October 14, 2017 to the date the real property subject to the Judgment is sold by the County Sheriff at its foreclosure auction, plus costs of this Writ, Sherriff's fees and sale costs, and all other recovered costs pursuant to law.

4.

The real property subject to this writ of execution is commonly known as 227 NW 6TH AVE, MILTON FREEWATER, OR 97862 ("Property") and described in Exhibit "1" attached hereto.

5.

The Judgment Creditor's name and address is:

U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust
c/o Caliber Home Loans
13801 Wireless Way
Oklahoma City, Oklahoma 73134-2500

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

U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust
c/o Malcolm & Cisneros, ALC (Attention: Nathan F. Smith)
2112 Business Center Drive
Irvine, CA 92612
949-252-9400

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

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

dated: October 23rd, 2017



J. Johnson
Court clerk

Submitted by:

Dated: 10/19/17

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"

LEGAL DESCRIPTION

Lot 3, Block 1, SUNSET ADDITION to the City of Freewater, now City of Milton-Freewater,
Umatilla County, Oregon.

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

U.S. BANK TRUST, N.A., AS TRUSTEE
FOR LSF9 MASTER PARTICIPATION
TRUST,

Plaintiff,

vs.

AMY L. VORIES, an individual; MONTE R.
VORIES, 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: CV131103

GENERAL JUDGMENT OF
FORECLOSURE AGAINST:

- 1. MONTE R. VORIES
- 2. AMY L. VORIES

1.

THIS MATTER, coming on regularly before the Court, and it appearing from the record herein that Plaintiff, U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust ("Plaintiff"), filed its Complaint for Foreclosure of Deed of Trust; that Defendants MONTE R. VORIES and AMY L. VORIES ("Defendants") were duly served with the Summons and Complaint

1 as required by law; that Defendant MONTE R. VORIES failed to appear, that an order of default has
2 been entered against him on Plaintiff's Complaint, and that Plaintiff is entitled to entry of a General
3 Judgment foreclosing Plaintiff's deed of trust against the property commonly known as 227 NW
4 6TH AVE, MILTON FREEWATER, OR 97862 ("Property") and extinguishing any and all interest
5 of the Defendants in the Property.

6 2.

7 Plaintiff has entered into a stipulated limited judgment of Foreclosure with Defendant AMY
8 L. VORIES. The STIPULATED LIMITED JUDGMENT OF FORECLOSURE AS TO
9 DEFENDANT AMY L. VORIES ("Stipulated Limited Judgment") was entered on or about June 10,
10 2016. A true and correct copy of the Stipulated Limited Judgment is attached hereto as Exhibit "1."

11
12 3.

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

15 4.

16 Plaintiff is the holder of that certain promissory note ("Note"), dated November 17, 2006, in
17 the amount of \$139,500.00, and executed by AMY L. VORIES and MONTE R. VORIES.

18 5.

19 The Note is secured by that certain deed of trust ("Deed of Trust") dated November 17, 2006
20 and executed by AMY L. VORIES and MONTE R. VORIES. The Deed of Trust was recorded on
21 January 17, 2007 under the recording number 2007-5130627 of the Official Records of Umatilla
22 County, Oregon, against the Property, which is legally described as: Attached as Exhibit "2" hereto.
23 ("Property") and constitutes a valid lien against the Property.

24 6.

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

27 7.

28 The Deed of Trust is a valid first priority lien encumbering the Property, is superior to any

1 interest, lien, or claim of the Defendants and any other party in the Property, which are hereby
2 foreclosed and terminated, excepting only any statutory right of redemption to which the Defendants
3 may be entitled under Oregon law.

4 8.

5 A judgment of foreclosure in the amount of \$209,836.17 shall be granted in favor of Plaintiff,
6 and its successors and/or assigns, as further described below in the Declaration of Amount Owed –
7 Not a Money Award (“Amount Owed”).

8 9.

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

12 10.

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

15 11.

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

21 12.

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

26 13.

27 Defendants AMY L. VORIES and MONTE R. VORIES are not entitled to a homestead
28 exemption in the Property.

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14.

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.

15.

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 Defendants, 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.

16.

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.

17.

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

18.

This suit does not constitute an attempt to collect the debt against Defendants AMY L. VORIES and MONTE R. VORIES. Rather, it is a suit to execute upon the Property as security for the Amount Owed.

DECLARATION OF DEBT SECURED BY DEED OF TRUST
(Pursuant to Senate Bill 368)

19.

Under the terms of the Deed of Trust and the Note dated November 17, 2006, in the original principal amount of \$139,500.00, there is now due and owing the following amounts, to be hereinafter described as the Amount Due:

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DECLARATION OF AMOUNT OWED – NOT A MONEY AWARD

- 1. Judgment Creditor:** U.S. Bank Trust, N.A., as Trustee for LSF9
Address: Master Participation Trust
c/o MALCOLM ♦ CISNEROS,
A Law Corporation
2112 Business Center Drive, 2nd Floor
Irvine, California 92612
- Judgment Attorney:** Nathan F. Smith
Address: MALCOLM ♦ CISNEROS, A Law Corporation
2112 Business Center Drive, 2nd Floor
Irvine, California 92612
Telephone Number: (949) 252-9400
- 2. Persons or Public Bodies Entitled to a Portion the Judgment:** N/A
- 3. Judgment Amount:** \$204,597.17
- 4. Pre-Judgment Interest:** Simple interest to accrue on \$131,169.07 from August 1, 2017 to the date the Judgment is entered into the Court's register at 6.375% per annum, \$22.91 per diem.
- 5. Post-Judgment Interest:** Simple interest to accrue on \$209,836.17 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

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7. Attorney's Fees and Costs: An award of \$5,239.00 in attorney's fees and costs is made.

Attorney Fees:	\$2,300.00
Litigation Guarantee:	\$665.00
Filing Cost:	\$535.00
Recording Cost:	\$54.00
Process Service Cost:	\$1,370.00
Investigation Cost:	\$315.00
Total Fees And Costs:	\$5,239.00

Signed: 10/13/2017 02:57 PM

Christopher R. Brauer, Circuit Court Judge



CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL

Dated Oct 17 2017

TRIAL COURT ADMINISTRATOR

By Alamy Kluse

Submitted by:

Dated: 10/12/17

Nathan R. 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

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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: 10/12, 2017

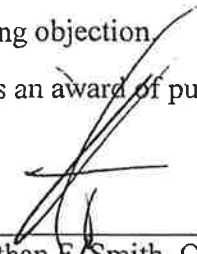
By: 
Nathan F. Smith, OSB #120112
Attorney for Plaintiff
MALCOLM ♦ CISNEROS, A Law Corporation
2112 Business Center Drive, Second Floor
Irvine, California 92612
(949) 252-9400 (TELEPHONE)
(949) 252-1032 (FAX)

EXHIBIT 1

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

NATIONSTAR MORTGAGE, LLC,

CASE NUMBER: CV131103

Plaintiff,

vs.

**STIPULATED LIMITED JUDGMENT OF
FORECLOSURE AS TO DEFENDANT
AMY L. VORIES**

AMY L. VORIES, an individual; MONTE R. VORIES, an individual; and all other persons or parties 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, collectively designated as DOES I through 50, inclusive.

Defendants.

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Nationstar Mortgage, LLC ("Plaintiff"), by and through its attorney of record, Nathan F. Smith of Malcolm ♦ Cisneros, A Law Corporation, and Stipulating Defendant AMY L. VORIES, by and through her attorney of record, Bridie Monahan Hood ("Stipulating Defendant"), hereby stipulate as follows:

1. Plaintiff filed the Complaint for Judicial Foreclosure and Breach of Promissory Note on June 20, 2013 in the Circuit Court of the State of Oregon for the County of Umatilla ("Complaint").
2. Defendant MONTE R. VORIES is the record owner of the property located at 227 NW 6th Ave, Milton Freewater, Oregon 97862 located in Umatilla County, Oregon ("Property").
3. On or about November 17, 2006, Stipulating Defendant and Defendant MONTE R. VORIES entered into a note ("Note") and a deed of trust ("Deed of Trust") with Sallie Mae Home Loans, Inc., the original lender. The Deed of Trust was recorded with the Umatilla County Recorder's Office on January 17, 2007 as Instrument Number 2007-5130627.
4. Plaintiff is the holder of the Note and Deed of Trust made, delivered, and executed by Stipulating Defendant and Defendant MONTE R. VORIES in the principal amount of \$139,500.00. The Note is secured by the first priority Deed of Trust encumbering the Property ("Lien").
5. The legal description of the Property is as follows:
**LOT 3, BLOCK 1, SUNSET ADDITION TO THE CITY OF
FREEWATER, NOW CITY OF MILTON-FREEWATER, UMATILLA
COUNTY, OREGON.**
6. Stipulating Defendant and Defendant MONTE R. VORIES failed to comply with the terms of the Note and Deed of Trust by failing to make the payments due and owing according to the terms of the Note and Deed of Trust. Pursuant to the terms of the Note and Deed of Trust, Plaintiff has now declared all sums due and owing under the Note and Deed of Trust as immediately due and payable.
7. That the Deed of Trust is a valid first priority lien encumbering the Property and is superior to any interest, lien, or claim of Stipulating Defendant or any other party in the Property and that the Deed of Trust is hereby foreclosed by this Court on the Property, Stipulating Defendant, and all persons claiming by, through, or under them, as purchasers, encumbrancers, or otherwise, are

1 adjudged inferior and subordinate to Plaintiff and are forever foreclosed of all interest, lien, or claim
2 in the Property and every portion thereof.

3 8. That a judgment of foreclosure in the amount of \$194,728.78 shall be granted in favor of
4 Plaintiff, its successors or assigns, as further described in the Judgment below.

5 9. Plaintiff is entitled to recover its reasonable attorneys' fees and all reasonable and necessary
6 costs and expenses incurred in enforcing the Note and Deed of Trust.

7 10. Plaintiff shall be entitled to foreclose on the Property and to sell the Property at a foreclosure
8 sale by the Umatilla County Sheriff in the manner provided by law and in accordance with any
9 general judgment entered herein in order to satisfy all amounts due and owing under the Note and
10 Deed of Trust as adjudged below.

11 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 this Judgment and paid from the
15 proceeds from the sale of the Property.

16 12. Plaintiff or any other party to this suit may become the purchaser at the sale of the Property.
17 The purchaser is entitled to exclusive and immediate possession of the Property from and after the
18 date of sale and is entitled to such remedies as are available at law to secure possession, and may
19 apply to the Clerk of the Court for a Writ of Assistance, if Stipulating Defendant or any other party
20 or person shall refuse to surrender possession of the property to the purchaser immediately on the
21 purchaser's demand for possession.

22 13. Plaintiff may credit bid up to the aggregate amount of its Judgment plus interest from the
23 date of this Judgment until sale without advancing any cash except money required for the Sheriff's
24 sale.

25 14. The proceeds from the sale are to be applied first toward the costs of sale, then toward the
26 satisfaction of Plaintiff's Judgment awarded herein and the surplus, if any to the Clerk of the Court
27 to be disbursed to such party or parties that may establish their rights thereto.

28 15. No deficiency judgment will be sought by Plaintiff against Stipulating Defendant. While
entry of this Judgment and the corresponding judgment amount shall be entered against Stipulating

1 Defendant, Plaintiff will not seek to collect the Judgment from Stipulating Defendant but will seek to
2 execute upon the Property as security for the Judgment to the Plaintiff. Furthermore, Plaintiff will
3 not execute upon any deficiency remaining unsatisfied against Stipulating Defendant from the
4 proceeds of the foreclosure sale in accordance with ORS 86.7700.
5 16. Stipulating Defendant expressly waives her statutory right of redemption, if any. Stipulating
6 Defendant is not entitled to a homestead exemption on account of her interest in the property.
7 17. This Court shall retain jurisdiction over the Plaintiff and Stipulating Defendant ("Parties") to
8 enforce all provisions of this Judgment and to enter such additional order, judgment, or decree
9 necessary for the purchaser at the foreclosure sale to obtain possession of the Property.
10 18. This Judgment shall inure to the benefit of Plaintiff and Stipulating Defendant, their
11 successors and/or assignees.
12 19. The terms of this Judgment contain the entire agreement between the Parties and supersede
13 any and all other agreements, either oral or written, between the Parties. However, the Parties
14 anticipate that a Supplemental and/or General Judgment, may be filed with the Court to supplement
15 terms and conditions to this Judgment including but not limited to an updated amount due and owing
16 under the Note and Deed of Trust which the Parties consent to the Plaintiff filing without further
17 notice to Stipulating Defendant.
18 20. The Parties shall have the right to enforce the terms of this Judgment by Supplemental and/or
19 General Judgment or motion for declaratory judgment.

20 JUDGMENT

21 f. Judgment Creditor: Nationstar Mortgage, LLC
22 c/o MALCOLM + CISNEROS, A Law Corporation
23 Address: 2112 Business Center Drive, 2nd Floor
24 Irvine, California 92612.

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1 **2. Judgment Attorney:** Nathan F. Smith
2 MALCOLM ♦ CISNEROS, A Law Corporation
3 **Address:** 2112 Business Center Drive, 2nd Floor
4 Irvine, California 92612
5 **Telephone Number:** (949) 252-9400
6 **3. Judgment Debtor:** Amy L. Vories
7 **Address:** 120 E. Birch St., Ste. 6
8 Walla Walla, WA 99362
9 **Year of Birth:** Unknown
10 **Final 4 digits of Social Security number:** XXX-XX-8303
11 **Driver's license number and issuing state:** Unknown
12 **Judgment Debtor Attorney:** Bridie Monahan Hood
13 Monahan Hood
14 **Address:** 30 West Main, Suite 203
15 Walla Walla, WA 99362
16 **4. Persons or Public Bodies Entitled to a**
17 **Portion the Money Award:** N/A
18 **5. Judgment Amount:** \$189,789.78
19 **6. Pre-Judgment Interest:** Simple interest to accrue on \$131,169.07 from
20 January 29, 2016 to the date the General Judgment
21 is entered into the Court's register at 6.375% per
22 annum, \$22.91 per diem.
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7. **Post-Judgment Interest:** Simple interest to accrue on \$194,728.78 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.

8. **Periodic accrual:** N/A

9. **Attorney's Fees and Costs:** An award of \$4,939.00 in attorney's fees and costs is made for Judgment of Foreclosure


- Attorney's Fees: \$2,300.00
- Litigation Guarantee Cost: \$565.00
- Filing Cost: \$505.00
- Recording Cost – Lis Pendens: \$54.00
- Process Service Cost: \$1,390.00
- Probate Investigation: \$125.00

IT IS SO ORDERED.

Dated this ___ day of _____, 2016.

Signed Celio Lio
J. Christopher Branner
Umatilla County Circuit Court Judge

PRESENTED BY:



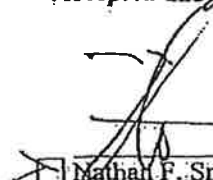
Nathan F. Smith, OSB#120112
Attorney for NATIONSTAR
MORTGAGE, LLC

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Stipulated to by:

**APPROVED AND AGREED TO:
FOR NATIONSTAR MORTGAGE, LLC**

Accepted this 2nd day of May, 2016



Nathan F. Smith, OSB #120112

Richard J. Bayless, OSB #101826

Attorneys for Plaintiff

MALCOLM ♦ CISNEROS, A Law Corporation

2112 Business Center Drive, Second Floor

Irvine, California 92612

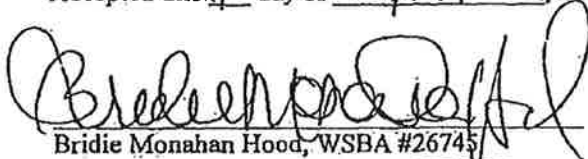
(949) 252-9400 (TELEPHONE)

(949) 252-1032 (FAX)

APPROVED AND AGREED TO:

FOR AMY L. VORIES

Accepted this 11 day of April, 2016



Bridie Monahan Hood, WSBA #26743

Attorney for Defendant AMY L. VORIES

Monahan-Hood

30 West Main, Suite 203

Walla Walla, WA 99362

(509) 529-5700 (TELEPHONE)

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CERTIFICATE OF READINESS

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

- Service is not required under UTCR 5.100 because the other party has been found in default or an order of default is being requested with this proposed Order or Judgment; because this Order or Judgment is submitted ex parte as allowed by statute or rule; or this Order or Judgment is being submitted in open court with all parties present.
- Each party affected by this Order or Judgment has stipulated to or approved the Order or Judgment, as shown by the signatures on the Order or Judgment.
- I have served a copy of this Order or Judgment and written notice of the objection period set out in UTCR 5.100 on all parties entitled to service and:
 - No objections have been served on me within that time frame;
 - I received objections that I could not resolve with the other 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.
 - After conferring about objections, the other party agreed to file any remaining objection with the Court.

EXHIBIT 2

LEGAL DESCRIPTION

Lot 3, Block 1, SUNSET ADDITION to the City of Freewater, now City of Milton-Freewater,
Umatilla County, Oregon.