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Court clerk has not verified the figures in this writ. If you have questions regarding this writ, please contact your legal counsel, the issuing attorney or company. Debtor may contest this writ by filing a claim of exemption.

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

WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRITIANA TRUST, NOT INDIVIDUALLY BUT AS TRUSTEE FOR PRETIUM MORTGAGE ACQUISITION TRUST,

Case No.: 15CV31933

WRIT OF EXECUTION IN FORECLOSURE

Plaintiff,

vs.

KATHRYN A. KAHLKE AKA KATHRYN KAHLKE ; EQUABLE ASCENT FINANCIAL, LLC; OREGON AFFORDABLE HOUSING ASSISTANCE CORPORATION; CAPITAL ONE BANK (USA), NATIONAL ASSOCIATION; AND OCCUPANTS OF THE PREMISES;

Defendants.

TO THE MULTNOMAH COUNTY SHERIFF:

A Judgment of Foreclosure was entered and docketed in this case on March 10, 2016. A true copy of the Judgment is attached hereto. The Judgment was entered in favor of the Plaintiff:

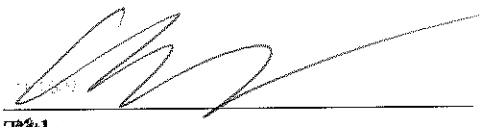
WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRITIANA TRUST, NOT INDIVIDUALLY BUT AS TRUSTEE FOR PRETIUM MORTGAGE ACQUISITION TRUST c/o Robert Hakari
Attorney for Plaintiff
McCarthy & Holthus, LLP
920 SW 3rd Ave, 1st Floor
Portland, OR 97204

1 With the adjudicated amount due of \$123,127.99, plus post judgment interest at the statutory rate
2 of 9.0% per annum from March 10, 2016 to December 18, 2017 in the amount of \$19,673.49,
3 and continuing with a per diem of \$30.36, currently totaling \$142,801.48.

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 October 13, 2006, the date of the Deed of Trust, and also the interest that the Defendant
8 had thereafter, in the real property described in attached *Exhibit 1*, APN/Parcel # R207780, and
9 commonly known as: 3401 SE 129th Ave, Portland , OR 97236.

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 **DATED:** 19 day of Dec, 2017.





16 ~~File~~
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18 **By:** _____
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Dated: 12/14/2007 and submitted by:

McCarthy & Holthus, LLP

Brady Godbout

- John Thomas OSB No. 024691
- Robert Hakari OSB No. 114082
- Andreanna Smith OSB No. 131336
- Brady Godbout OSB No. 132708
- Bryan Kidder OSB No. 140459
- Jeremy Clifford OSB No. 142987
- Michael Scott OSB No. 973947

920 SW 3rd Ave, 1st Floor
 Portland, OR 97204
 Phone: (971) 201-3200
 Fax: (971) 201-3202
 bgodbout@mccarthyholthus.com
 Of Attorneys for Plaintiff

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EXHIBIT 1

THE SOUTH 70 FEET OF THE NORTH 250 FEET OF LOT 21, LINN PARK, IN THE CITY OF PORTLAND, COUNTY OF MULTNOMAH, STATE OF OREGON.

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IN THE CIRCUIT COURT FOR THE STATE OF OREGON
IN AND FOR THE COUNTY OF MULTNOMAH

FEDERAL NATIONAL MORTGAGE
ASSOCIATION ("FANNIE MAE"), its
successors in interest and/or assigns,

Plaintiff,

v.

KATHRYN A KAHLKE AKA KATHRYN
KAHLKE; EQUABLE ASCENT FINANCIAL,
LLC; OREGON AFFORDABLE HOUSING
ASSISTANCE CORPORATION; CAPITAL
ONE BANK (USA), NATIONAL
ASSOCIATION; AND OCCUPANTS OF THE
PREMISES,

Defendants.

Case No. 15CV31933

GENERAL JUDGMENT OF
FORECLOSURE AND SALE
AGAINST:

- (1) KATHRYN A. KAHLKE AKA
KATHRYN KAHLKE
- (2) EQUABLE ASCENT FINANCIAL,
LLC
- (3) OREGON AFFORDABLE
HOUSING ASSISTANCE
CORPORATION
- (4) CAPITAL ONE BANK (USA),
NATIONAL ASSOCIATION
- (5) OCCUPANTS OF THE PREMISES

1.

THIS MATTER coming regularly before the Court on this day and it appearing from the record herein that plaintiff Federal National Mortgage Association ("Fannie Mae"), its successors in interest and/or assigns ("Plaintiff"), filed its Complaint for deed of trust foreclosure; that defendants Kathryn A. Kahlke aka Kathryn Kahlke, Equable Ascent Financial, LLC, Oregon Affordable Housing Assistance Corporation, Capital One Bank (USA), National Association and Occupants of the Premises were duly served with the Summons and Complaint as required by law; that defendants Kathryn A. Kahlke aka Kathryn Kahlke, Equable Ascent Financial, LLC, Oregon Affordable Housing Assistance Corporation,

1 Capital One Bank (USA), National Association and Occupants of the Premises failed to appear; and
2 that an Order of Default has been filed concurrently with this Judgment and, consequently this General
3 Judgment of foreclosure is submitted in accordance with UTCR 5.100 (3)(c).

4
5 2.

6 Plaintiff hereby requests this general judgment for foreclosure and sale be entered into the
7 Court's register to accomplish the following: to foreclose any and all interest of defendants Kathryn A.
8 Kahlke aka Kathryn Kahlke, Equable Ascent Financial, LLC, Oregon Affordable Housing Assistance
9 Corporation, Capital One Bank (USA), National Association and Occupants of the Premises in the real
10 property subject to this foreclosure action, located at 3401 Southeast 129th Avenue, Portland, Oregon
11 97236 (the "Property").

12
13 3.

14 The court being fully advised in the Premise, finding good cause exists so this general judgment
15 of foreclosure and sale may be entered in favor of Plaintiff and against Kathryn A. Kahlke aka Kathryn
16 Kahlke, Equable Ascent Financial, LLC, Oregon Affordable Housing Assistance Corporation, Capital
17 One Bank (USA), National Association and Occupants of the Premises, all of them, it is hereby

18 ORDERED AND ADJUDGED:

19
20 4.

21 That the Deed of Trust dated October 6, 2006, executed by Kathryn A. Kahlke for the benefit of
22 Mortgage Electronic Registration Systems, Inc. ("MERS"), solely as nominee for IndyMac Bank, FSB,
23 a federall chartered savings bank, its successors and assigns ("Deed of Trust"), recorded on October 13,
24 2006 as Instrument No. 2006-190859 in the official records of Multnomah County, Oregon, modified
25 by the loan modification agreement dated June 1, 2010, and subsequently assigned to Plaintiff by way
26

1 of an assignment recorded on August 18, 2015 as Instrument No. 2015-105972, is a valid lien for the
2 amount due and owing as set forth in Paragraph 12 herein, against the Property situated in Multnomah
3 County, Oregon, and described as follows

4 THE SOUTH 70 FEET OF THE NORTH 250 FEET OF LOT 21, LINN PARK,
5 IN THE CITY OF PORTLAND, COUNTY OF MULTNOMAH, STATE OF
6 OREGON.

7 5.

8 That the lien of the Deed of Trust is superior to any interest, lien, or claim of defendants
9 Kathryn A. Kahlke aka Kathryn Kahlke, Equable Ascent Financial, LLC, Oregon Affordable Housing
10 Assistance Corporation, Capital One Bank (USA), National Association and Occupants of the Premises
11 in the Property, and that said Deed of Trust is hereby foreclosed by this Court on the Property.

12 6.

13 That defendants Kathryn A. Kahlke aka Kathryn Kahlke, Equable Ascent Financial, LLC,
14 Oregon Affordable Housing Assistance Corporation, Capital One Bank (USA), National Association
15 and Occupants of the Premises, each of them, and all parties claiming by, through, or under them as
16 purchasers, encumbrances, or otherwise, are forever barred and foreclosed of all interests, liens, or
17 claims in the Property, and every portion thereof, excepting only the statutory right of redemption
18 provided by the laws of the State of Oregon.

19 7.

20 That defendants Kathryn A. Kahlke aka Kathryn Kahlke, Equable Ascent Financial, LLC,
21 Oregon Affordable Housing Assistance Corporation, Capital One Bank (USA), National Association
22 and Occupants of the Premises, all of them, are not entitled to a homestead exemption as against
23 Plaintiff's Deed of Trust.
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8.

That all of the right, title and interest which Kathryn A. Kahlke had on October 6, 2006, the date of the Deed of Trust, and all of the right, title and interest defendants Kathryn A. Kahlke aka Kathryn Kahlke, Equable Ascent Financial, LLC, Oregon Affordable Housing Assistance Corporation, Capital One Bank (USA), National Association and Occupants of the Premises and any successor thereafter had in and to the real Property is hereby ordered to be sold by law, and the proceeds of sale shall be applied first toward the sheriff's fees and costs of sale, then toward the satisfaction of the amount due and owing set forth in Paragraph 12 herein; and the surplus, if any, to the Clerk of the Court to be disbursed to such party or parties as may establish their right thereto.

9.

That Plaintiff may become purchaser at the sheriff's sale of the Property and may bid up to the aggregate amount due and owing set forth in Paragraph 12 herein, plus interest from the date of this Judgment until sale without advancing any cash except money required for the sheriff's sale.

10.

That the Plaintiff, if the successful purchaser of the Property at the sheriff's sale, reserves the right to motion the court after sale for exclusive and immediate possession of the Property through the issuance and enforcement of a writ of assistance, should defendants Kathryn A. Kahlke aka Kathryn Kahlke, Equable Ascent Financial, LLC, Oregon Affordable Housing Assistance Corporation, Capital One Bank (USA), National Association and Occupants of the Premises refuse to surrender possession of the Property immediately upon the purchaser's demand for possession.

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11.

That Plaintiff is entitled to, and is hereby awarded its attorney fees and costs incurred in this action, and that Plaintiff's attorney fees in the amount of \$2,600.00 and its litigation costs in the amount of \$1,755.97, shall be, and is hereby declared additional amounts secured by and hereinafter shall be made part of the amount of the debt secured by Plaintiff's Deed of Trust.

DECLARATION OF DEBT SECURED BY DEED OF TRUST

(Pursuant to Senate Bill 368)

12.

Under the terms of the Deed of Trust and the promissory note dated October 6, 2006, in the principal amount of \$93,000.00, there is now due and owing the following amounts, to be hereinafter described as the Amount Due:

Attorneys' Fees and Costs

Attorneys' Fees		\$2,600.00
Title Report	\$453.00	
Filing Fee - Complaint	\$531.00	
Recording Fee - Lis Pendens	\$50.00	
Process Service Fees	\$425.00	
Courier and Mailing Costs	\$46.97	
Datedown Endorsements	\$250.00	
	Total Costs	\$1,755.97

Total Attorneys' Fees and Costs **\$4,355.97**

Lenders' Principal and Interest

Principal Balance	\$100,697.84	
Accrued Interest from September 1, 2012, to January 31, 2016, the date calculated by the declarant in the declaration of indebtedness at 3.000% per annum.	\$7,464.96	
	<i>Total Principal & Interest</i>	\$108,162.80

1 **Lenders' Fees and Costs**

2 Re-Conveyance Charges \$46.00
3 Property Inspections \$505.00
4 Accumulated Late Charges \$64.52
5 Escrow Advance \$9,993.70

6 ***Total Lenders' Fees and Costs:*** \$10,609.22

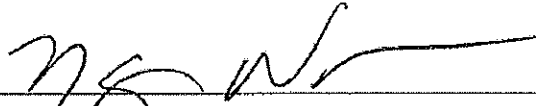
7 ***Total Lenders' Principal, Interest, Fees, and***
8 ***Costs:*** \$118,772.02

9 Additional pre-judgment interest pursuant to ORS
10 18.042 from January 31, 2016 to the date of entry
11 of judgment at the contract rate of interest (\$8.28
12 per diem).

13 Post-Judgment interest thereafter on the Total
14 Amount Due at the contract rate of interest, or
15 9.000% per annum, whichever is greater.

16 ***Total Amount Due*** \$123,127.99


17 Signed: 3/10/2016 03:55 PM

18 

19 **Circuit Court Judge Nan G. Waller**
20 proxy signed by KRR

21 Presented by:

22 **RCO LEGAL, P.C.**

23 By  **Erik Wilson, OSB # 095507**

24 DATED 2/26/16

25 Attorneys for Plaintiff
26 511 SW 10th Ave., Ste. 400
Portland, OR 97205
Telephone (503) 977-7840 Facsimile (503) 977-7963
ewilson@rcolegal.com