

RCUD DCS00JL 28FEE



CERTIFIED TRUE COPY OF THE ORIGINAL  
Dated this 2nd day of Feb., 2018.  
CIRCUIT COURT OF THE STATE OF OREGON  
FOR DESCHUTES COUNTY

BY: *[Signature]*  
COURT CLERK

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

DEUTSCHE BANK TRUST COMPANY  
AMERICAS, AS TRUSTEE FOR THE  
CERTIFICATEHOLDERS OF DOVER  
MORTGAGE CAPITAL 2005-A  
CORPORATION, GRANTOR TRUST  
CERTIFICATES, SERIES 2005-A,

CASE NUMBER: 15CV0052FC

WRIT OF EXECUTION IN FORECLOSURE

Plaintiff,

vs.

STEPHEN J HOBSON AND MARSHA L.  
HOBSON, HUSBAND AND WIFE; BANK  
OF AMERICA, N.A.; JOHN AND JANE  
DOES, I THROUGH V, OCCUPANTS OF  
THE SUBJECT REAL PROPETY, AND  
ALL OTHER PERSONS OR PARTIES  
UNKNOWN CLAIMING ANY RIGHT,  
TITLE, INTEREST, LIEN OR ESTATE IN  
THE PROPERTY HEREIN DESCRIBED,

Defendants.

RCUD DCS00JL 28FEB'18 11:02

TO: THE SHERIFF OF DESCHUTES COUNTY, OREGON:

1.

WHEREAS, on May 5, 2017, in the above-entitled Court, a General Judgment of Foreclosure  
("Judgment") was entered and docketed in the above-entitled and numbered proceeding.

///

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 redemption, if applicable), all of the interest which the Defendants STEPHEN J HOBSON, MARSHA L. HOBSON and BANK OF AMERICA, N.A. ("Defendants") had on June 23, 2003, the date of the foreclosed Deed of Trust which was recorded on July 18, 2003, as Instrument No. 2003-48231 in the official records of the Deschutes County Recorder's Office, and/or all of the interest which Defendants had thereafter, in the real property described in the Judgment to satisfy the Judgment as follows:

**Lender's Principal Judgment:**

Unpaid Principal Balance: \$126,547.46

Pre-Judgment Interest from November 16, 2008 to February 9, 2017, the date set forth in the Judgment at 5.650%, per

annum, (\$19.5888 per diem): \$58,862.04

Lender's Fees and Costs: \$38,535.96

Attorney's Fees and Costs: \$270.10

**Total Judgment Entered: \$224,215.56**

///

///

///

///

///

///

///

1 **Additional Pre-Judgment Interest:**

2 Accrued Interest from February 10,  
3 2017, the day after the date set forth in  
4 the Judgment through May 5, 2017, the  
5 date of entry of the Judgment, at  
6 5.650%, per annum (\$19.5888 per  
7 diem): \$1,645.46

8  
9 ***Total Judgment Entered Including***  
10 ***Additional Pre-Judgment***

11 ***Interest:*** \$225,861.02

12 3.

13 Additionally, Plaintiff is entitled to the accrual of post-judgment interest on \$225,861.02 at  
14 the legal rate of interest of 9% per annum, \$55.69 per diem, from May 6, 2017 to the date the real  
15 property subject to the Judgment is sold by the County Sheriff at its foreclosure auction, plus costs of  
16 this Writ, Sherriff's fees and sale costs, and all other recovered costs pursuant to law.

17 4.

18 The real property subject to this writ of execution is commonly known as 2016 NW  
19 POPLAR PLACE, REDMOND, OR 97756 ("Property") and described in Exhibit "1" attached  
20 hereto.

21 5.

22 The Judgment Creditor's name and address is:

23 DEUTSCHE BANK TRUST COMPANY AMERICAS, AS TRUSTEE FOR THE  
24 CERTIFICATEHOLDERS OF DOVER MORTGAGE CAPITAL 2005-A CORPORATION,  
25 GRANTOR TRUST CERTIFICATES, SERIES 2005-A

26 c/o Bank of America, N.A

27 100 N. Tryon St.  
28



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

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

Signed: 1/23/2018 08:27 AM

*Jeffrey E. Hall*

Trial Court Administrator Jeffrey E. Hall



11 Submitted by:

*Nathan F. Smith*

Dated:

*1/19/18*

12  
13  
14 Nathan F. Smith, OSB #120112  
15 Attorney for Plaintiff  
16 MALCOLM ♦ CISNEROS, A Law Corporation  
17 2112 Business Center Drive, Second Floor  
18 Irvine, California 92612  
19 Phone: (949) 252-9400  
20 Fax: (949) 252-1032  
21 Email: nathan@mclaw.org  
22  
23  
24  
25  
26  
27  
28

# Exhibit 1

LOT 5, MOUNTAIN GLENN-PHASE ONE, DESCHUTES COUNTY, OREGON.



CERTIFIED TRUE COPY OF THE ORIGINAL  
Dated this 2nd day of Feb, 2018.  
CIRCUIT COURT OF THE STATE OF OREGON  
FOR DESCHUTES COUNTY

BY: [Signature]  
COURT CLERK

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

DEUTSCHE BANK TRUST COMPANY  
AMERICAS, AS TRUSTEE FOR THE  
CERTIFICATEHOLDERS OF DOVER  
MORTGAGE CAPITAL 2005-A  
CORPORATION, GRANTOR TRUST  
CERTIFICATES, SERIES 2005-A,

Plaintiff,

vs.

STEPHEN J HOBSON AND MARSHA L.  
HOBSON, HUSBAND AND WIFE; BANK  
OF AMERICA, N.A.; JOHN AND JANE  
DOES, I THROUGH V, OCCUPANTS OF  
THE SUBJECT REAL PROPERTY, AND  
ALL OTHER PERSONS OR PARTIES  
UNKNOWN CLAIMING ANY RIGHT,  
TITLE, INTEREST, LIEN OR ESTATE IN  
THE PROPERTY HEREIN DESCRIBED,

Defendants.

CASE NUMBER: 15CV0052FC

GENERAL JUDGMENT OF  
FORECLOSURE AGAINST:

1. STEPHEN J HOBSON
2. MARSHA L. HOBSON
3. BANK OF AMERICA, N.A.

1.

THIS MATTER, coming on regularly before the Court, and it appearing from the record herein that Plaintiff, DEUTSCHE BANK TRUST COMPANY AMERICAS, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF DOVER MORTGAGE CAPITAL 2005-A CORPORATION, GRANTOR TRUST CERTIFICATES, SERIES 2005-A ("Plaintiff"), filed its Complaint for Foreclosure of Deed of Trust; that Defendants STEPHEN J HOBSON, MARSHA L. HOBSON and



1 BANK OF AMERICA, N.A. ("Defendants") were duly served with the Summons and Complaint as  
2 required by law; that Defendants failed to appear, that an order of default has been entered against  
3 them on Plaintiff's Complaint, and that Plaintiff is entitled to entry of a General Judgment  
4 foreclosing Plaintiff's deed of trust against the property commonly known as 2016 NW POPLER  
5 PLACE, REDMOND, OR 97756-0000 ("Property") and extinguishing any and all interest of the  
6 Defendants in the Property.

7 2.

8 The Court being fully advised; it is hereby  
9 ORDERED AND ADJUDGED that:

10 3.

11 Plaintiff is the holder of that certain Consumer Note ("Note"), dated July 2, 2003, in the  
12 amount of \$142,400.00, and executed by STEPHEN J HOBSON.

13 4.

14 The Note is secured by that certain Deed of Trust ("Deed of Trust") dated June 23, 2003 and  
15 executed by STEPHEN J HOBSON. The Deed of Trust was recorded on July 18, 2003 under the  
16 recording number 2003-48231 of the Official Records of Deschutes County, Oregon, against the  
17 Property, which is legally described as: See Exhibit "1" attached hereto. ("Property") and constitutes  
18 a valid lien against the Property.

19 5.

20 STEPHEN J HOBSON defaulted under the terms of the Note and Deed of Trust. Pursuant to  
21 the terms of the Note and Deed of Trust, Plaintiff declared all sums due and owing under the Note  
22 and Deed of Trust immediately due and payable.

23 6.

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

28 ///

1 7.

2 A judgment of foreclosure in the amount of \$224,215.56 shall be granted in favor of Plaintiff,  
3 and its successors and/or assigns, as further described below in the Declaration of Amount Owed –  
4 Not a Money Award (“Amount Owed”).

5 8.

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

9 9.

10 Plaintiff is entitled to recover its reasonable attorney’s fees and all reasonable and necessary  
11 costs and expenses incurred to enforcing the Note and Deed of Trust.

12 10.

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

18 11.

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

23 12.

24 Defendants STEPHEN J HOBSON, MARSHA L. HOBSON and BANK OF AMERICA,  
25 N.A. are not entitled to a homestead exemption in the Property.

26 13.

27 Plaintiff may become purchaser at the Sheriff’s Sale of the Property and may bid up to the  
28 aggregate amount of its Amount Owed, plus any additional interest and reasonable costs until sale.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

14.

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.

15.

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.

16.

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

17.

This suit does not constitute an attempt to collect the debt against Defendants STEPHEN J HOBSON, MARSHA L. HOBSON and BANK OF AMERICA, N.A. 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)**

18.

Under the terms of the Deed of Trust and the Note dated July 2, 2003, in the original principal amount of \$142,400.00, there is now due and owing the following amounts, to be hereinafter described as the Amount Due:

///  
///  
///  
///  
///

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

- 1. Judgment Creditor:** DEUTSCHE BANK TRUST COMPANY  
**Address:** AMERICAS, AS TRUSTEE FOR THE  
CERTIFICATEHOLDERS OF DOVER  
MORTGAGE CAPITAL 2005-A  
CORPORATION, GRANTOR TRUST  
CERTIFICATES, SERIES 2005-A  
c/o MALCOLM ♦ CISNEROS,  
A Law Corporation  
2112 Business Center Drive, 2<sup>nd</sup> Floor  
Irvine, California 92612
- Judgment Attorney:** Nathan F. Smith  
**Address:** MALCOLM ♦ CISNEROS, A Law Corporation  
2112 Business Center Drive, 2<sup>nd</sup> 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:** \$223,945.46
- 4. Pre-Judgment Interest:** Simple interest to accrue on \$126,547.46 from  
February 10, 2017 to the date the Judgment is  
entered into the Court's register at 5.650% per  
annum, \$19.5888 per diem.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**5. Post-Judgment Interest:**

Simple interest to accrue on \$224,215.56 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

**7. Attorney's Fees and Costs:**

An award of \$270.10 in attorney's fees and costs is made.

Signed: 5/5/2017 02:55 PM

  
Circuit Court Judge Bethany P. Flint

Submitted by:



Dated:

4/28/17

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

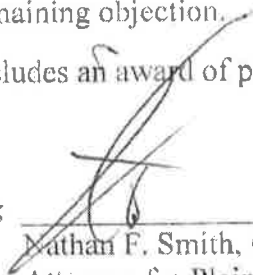
CERTIFICATE OF READINESS

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: 4/28, 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

LOT 5, MOUNTAIN GLENN-PHASE ONE, DESCHUTES COUNTY, OREGON.