



CERTIFIED TRUE COPY OF THE ORIGINAL  
Dated this 23 day of 10, 2017.  
CIRCUIT COURT OF THE STATE OF OREGON  
FOR DESCHUTES COUNTY

BY: Chelsea Bethell  
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IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF DESCHUTES

M&T BANK,

Plaintiff,

vs.

ESTATE OF KELSEY J. ENGEL-COLLINS,  
an estate; KELSEY COLLINS, TRUSTEE  
OF THE AMENDED AND RESTATED  
TRUST KELSEY COLLINS TRUST,  
DATED JUNE 29, 2001, a trust; JEFF LANE,  
in his capacity as trustee of the Kelsey J.  
Engel-Collins Trust; BARBARA  
MALLAND, an heir; UNKNOWN HEIRS  
OF KELSEY J. ENGEL-COLLINS, heirs;  
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: 16CV18201

WRIT OF EXECUTION IN FORECLOSURE

TO: THE SHERIFF OF DESCHUTES COUNTY, OREGON:

Signed: 9/21/2017 08:52 AM

11, JA 1.

WHEREAS, on August ~~22~~, 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

1 commanded to sell, in the manner prescribed by law for the sale of real property upon (subject to  
2 redemption, if applicable), all of the interest which the Defendants ESTATE OF KELSEY J.  
3 ENGEL-COLLINS, KELSEY COLLINGS, TRUSTEE OF THE AMENDED AND RESTATED  
4 TRUST KELSEY COLLINS TRUST, DATED JUNE 29, 2001, JEFF LANE, BARBARA  
5 MALLAND, and UNKNOWN HEIRS OF KELEY J. ENGEL-COLLINS ("Defendants") had on  
6 February 5, 2008, the date of the foreclosed Deed of Trust which was recorded on February 13,  
7 2008, as Instrument No. 2008-06566 in the official records of the Deschutes County Recorder's  
8 Office, and/or all of the interest which Defendants had thereafter, in the real property described in  
9 the Judgment to satisfy the Judgment as follows:

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**Lender's Principal Judgment:**

Unpaid Principal Balance:	\$452,791.35
Pre-Judgment Interest from February 1, 2015 to July 31, 2017, the date set forth in the Judgment at 4.0000%, per annum, (\$36.94 per diem):	\$33,695.00
Lender's Fees and Costs:	\$12,073.12
Attorney's Fees and Costs:	\$5,992.50
<b><i>Total Judgment Entered:</i></b>	<b><i>\$504,551.97</i></b>

**Additional Pre-Judgment Interest:**

Accrued Interest from August 1, 2017, the day after the date set forth in the Judgment through August 22, 2017, the date of entry of the Judgment, at 4.0000%, per annum (\$36.94 per diem):	<b><i>\$775.74</i></b>
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**Total Judgment Entered Including**

**Additional Pre-Judgment**

**Interest:** **\$505,327.71**

3.

Additionally, Plaintiff is entitled to the accrual of post-judgment interest on **\$505,327.71** at the legal rate of interest of 9% per annum, \$124.60 per diem, from August 23, 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 69487 LAKE DR, SISTERS, OR 97759 ("Property") and described in Exhibit "1" attached hereto.

5.

The Judgment Creditor's name and address is:

M&T BANK  
c/o M&T Bayview  
4425 Ponce de Leon Blvd – 5<sup>th</sup> Floor  
Coral Gables, Florida 33146-1837

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

M&T BANK  
c/o Malcolm & Cisneros, ALC (Attention: Nathan F. Smith)  
2112 Business Center Drive  
Irvine, CA 92612  
949-252-9400

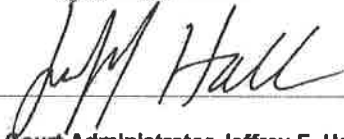
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THEREFORE, in the name of the State of Oregon, you are hereby commanded to seize and sell the Property, in the manner prescribed by law; or so much thereof as may be necessary to satisfy the Judgment, interest, fees, and costs.

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

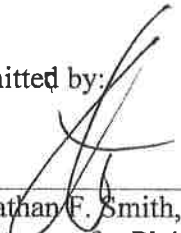
Signed: 9/21/2017 08:49 AM



Trial Court Administrator Jeffrey E. Hall



Submitted by:



Dated: 9/18/17

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

Lot 13 in Block 11 of PANORAMIC VIEW ESTATES, Deschutes County, Oregon.

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

M&T BANK,

Plaintiff,

vs.

ESTATE OF KELSEY J. ENGEL-COLLINS,  
an estate; KELSEY COLLINS, TRUSTEE OF  
THE AMENDED AND RESTATED TRUST  
KELSEY COLLINS TRUST, DATED JUNE  
29, 2001, a trust; JEFF LANE, in his capacity  
as trustee of the Kelsey J. Engel-Collins Trust;  
BARBARA MALLAND, an heir;  
UNKNOWN HEIRS OF KELSEY J. ENGEL-  
COLLINS, heirs; 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: 16CV18201

SUPPLEMENTAL JUDGMENT – ORCP  
68C(5)(b)

Based on Plaintiff's Statement of Attorneys' Fees and Costs, and no objection having been  
lodged by Defendants ESTATE OF KELSEY J. ENGEL-COLLINS, KELSEY COLLINS,  
TRUSTEE OF THE AMENDED AND RESTATED TRUST KELSEY COLLINS TRUST, DATED  
JUNE 29, 2001, JEFF LANE, BARBARA MALLAND and UNKNOWN HEIRS OF KELSEY J.

1 ENGEL-COLLINS, it is hereby ordered that Plaintiff be awarded a supplemental judgment of  
2 \$5,992.50 in attorneys' fees and costs.

3 Pursuant to ORCP 86C(5)(b), this Judgment supplements the Declaration of Debt Secured by  
4 Deed of Trust in the General Judgment of Foreclosure entered on August 11, 2017, and is not a  
5 monetary award against the ESTATE OF KELSEY J. ENGEL-COLLINS, KELSEY COLLINS,  
6 TRUSTEE OF THE AMENDED AND RESTATED TRUST KELSEY COLLINS TRUST, DATED  
7 JUNE 29, 2001; JEFF LANE, BARBARA MALLAND and UNKNOWN HEIRS OF KELSEY J.  
8 ENGEL-COLLINS.  
9

10 **IT IS SO ORDERED.**  
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Signed: 8/22/2017 09:48 AM



**Circuit Court Judge Stephen P. Forte**

23 PRESENTED BY:

24 s/ Steve Bonfiglio  
25 Steve Bonfiglio, OSB #051220  
26 Attorney for Plaintiff Urban Financial  
27 Group, Inc.  
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**IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF DESCHUTES**

M&T BANK,

Plaintiff,

vs.

ESTATE OF KELSEY J. ENGEL-COLLINS,  
an estate; JEFF LANE, in his capacity as  
trustee of the Kelsey J. Engel-Collins Trust;  
BARBARA MALLAND, an heir; KELSEY  
COLLINS, TRUSTEE OF THE AMENDED  
AND RESTATED TRUST KELSEY  
COLLINS TRUST, DATED JUNE 29, 2001,  
a trust; UNKNOWN HEIRS OF KELSEY J.  
ENGEL-COLLINS, heirs; 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: 16CV18201**

**GENERAL JUDGMENT OF  
FORECLOSURE AGAINST DEFENDANTS  
ESTATE OF KELSEY J. ENGEL-  
COLLINS, KELSEY COLLINS, TRUSTEE  
OF THE AMENDED AND RESTATED  
TRUST KELSEY COLLINS TRUST,  
DATED JUNE 29, 2001, JEFF LANE,  
BARBARA MALLAND AND UNKNOWN  
HEIRS OF KELSEY J. ENGEL-COLLINS**

1.

THIS MATTER, coming on regularly before the Court, and it appearing from the record

1 herein that Plaintiff, M&T BANK (“Plaintiff”), filed its Complaint for Foreclosure of Deed of Trust;  
2 that Defendants ESTATE OF KELSEY J. ENGEL-COLLINS, KELSEY COLLINS, TRUSTEE OF  
3 THE AMENDED AND RESTATED TRUST KELSEY COLLINS TRUST, DATED JUNE 29,  
4 2001, JEFF LANE, BARBARA MALLAND and UNKNOWN HEIRS OF KELSEY J. ENGEL-  
5 COLLINS (“Defendants”) were duly served with the Summons and Complaint as required by law;  
6 that Defendants failed to appear, that an order of default has been entered against them on Plaintiff’s  
7 Complaint, and that Plaintiff is entitled to entry of a General Judgment foreclosing Plaintiff’s deed of  
8 trust against the property commonly known as 69487 LAKE DR, SISTERS, OR 97759 (“Property”)  
9 and extinguishing any and all interest of the Defendants in the Property.

10 2.

11 The Court being fully advised; it is hereby  
12 ORDERED AND ADJUDGED that:

13 3.

14 Plaintiff is the holder of that certain note (“Note”), dated February 5, 2008, in the amount of  
15 \$417,000.00, and executed by KELSEY J. ENGEL-COLLINS.

16 4.

17 The Note is secured by that certain deed of trust (“Deed of Trust”) dated February 5, 2008  
18 and executed by KELSEY J. ENGEL-COLLINS. The Deed of Trust was recorded on February 13,  
19 2008 under the recording number 2008-06566 of the Official Records of Deschutes County, Oregon,  
20 against the Property, which is legally described as: Lot 13 in Block 11 of PANORAMIC VIEW  
21 ESTATES, Deschutes County, Oregon. (“Property”) and constitutes a valid lien against the Property.  
22

23 5.

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

26 6.

27 The Deed of Trust is a valid first priority lien encumbering the Property, is superior to any  
28 interest, lien, or claim of the Defendants and any other party in the Property, which are hereby

1 foreclosed and terminated, excepting only any statutory right of redemption to which the Defendants  
2 may be entitled under Oregon law.

3 7.

4 A judgment of foreclosure in the amount of \$498,559.47 shall be granted in favor of Plaintiff,  
5 and its successors and/or assigns, as further described below in the Declaration of Amount Owed –  
6 Not a Money Award (“Amount Owed”).

7 8.

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

11 9.

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

14 10.

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

20 11.

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

25 12.

26 Defendants are not entitled to a homestead exemption in the Property.

27 13.

28

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

3 14.

4 The purchaser of the Property at the Sheriff's Sale is entitled to exclusive and immediate  
5 possession of the Property from and after the date of the sale, and is entitled to such remedies as are  
6 available at law to secure possession of the Property, and may apply to the Clerk of the Court for a  
7 writ of assistance, if Defendants, any of them, or any other party or person shall refuse to surrender  
8 possession of the Property to the purchaser immediately on the purchaser's demand for possession.

9 15.

10 This Court shall retain jurisdiction to enforce all provisions of this General Judgment and to  
11 enter such additional order, judgment, or decree necessary for the purchaser at the foreclosure sale to  
12 obtain possession of the Property.

13 16.

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

16 17.

17 This suit does not constitute an attempt to collect the debt against Defendants. Rather, it is a  
18 suit to execute upon the Property as security for the Amount Owed.

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

21 18.

22 Under the terms of the Deed of Trust and the Note dated February 5, 2008, in the original  
23 principal amount of \$417,000.00, there is now due and owing the following amounts, to be  
24 hereinafter described as the Amount Due:

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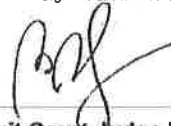


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**7. Attorney's Fees and Costs:**

Plaintiff will file a separate motion seeking attorneys fees and costs pursuant to ORCP 68.

Signed: 8/11/2017 08:45 AM



**Circuit Court Judge Beth M. Bagley**

Submitted by:

Dated: August 7, 2017

s/ Steve Bonfiglio  
Steve Bonfiglio, OSB #051220  
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: sbonfiglio@mclaw.org