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

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION,

Plaintiff,

vs.

ROBERT L. STAMPFLEE AKA ROBERT STAMPFLEE AKA ROBERT LINN STAMPFLEE; BRIANA L. STAMPFLEE AKA BRIANA LEE STAMPFLEE FKA BRIANA L. BINGHAM FKA BRIANA LEE BINGHAM; OCCUPANTS OF THE PROPERTY;

Defendants.

Case No.: 17CV07965

GENERAL JUDGMENT OF FORECLOSURE

1.

THIS MATTER came before the Court on Plaintiff's motion. All Defendants were duly served with process and failed to appear; the default has been entered against Defaulted Defendants, and it appearing that Defaulted 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 Clatsop County, Oregon, and is commonly known as 1150 Willow Drive, Warrenton, OR 97146 (the "Subject Property"), legally described as shown in the attached *Exhibit 1*, and having APN/Parcel No. 57099.
- b. Plaintiff is entitled to enforce the note dated March 12, 2009 and made, delivered, and executed by Robert Stampflee & Briana Stampflee ("Borrowers") to JP Morgan Chase Bank

1 NA in the amount of \$247,350.00 (the "Note"). The Note was transferred to Plaintiff by  
2 delivery of possession and by indorsement set forth on the Note.

3 c. A deed of trust was made, executed, and delivered by Borrowers on or about March 12, 2009  
4 (the "Deed of Trust"). The Deed of Trust was recorded on March 13, 2009 as Instrument No.  
5 200902072 in the official records of Clatsop County, Oregon. The Deed of Trust is a valid  
6 and perfected lien against all of the Property for and securing the Amount Due. The lien of  
7 the Plaintiff is superior to any interest, lien, or claim of the Defendants and shall remain in  
8 effect until issuance of a Sheriff's Deed.

9 d. Borrowers failed to make the payment that was due for May 1, 2013 and has not cured the  
10 default. The amount of debt secured by the Deed of Trust that is now due and owing is  
11 comprised of the following amounts (the "Amount Due"):

12	a) Unpaid principal balance:	\$231,586.70
13	b) Prejudgment interest accruing from	\$54,023.43
14	4/1/13 through 11/30/2017 and	
15	continuing until the entry of	
	judgment at the rate of 5.0%	
16	c) Additional amounts due under the	\$13,443.93
	terms of the loan:	
17	d) Attorney fees and costs:	\$3,707.17
18	e) Prevailing party fee (ORS 20.190	\$85.00
19	(1)(a)):	
20	<b>Total:</b>	<b>\$302,846.23</b>

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

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

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

1 g. All right, title and interest in the Subject Property that Borrowers had as of the date of the  
2 Deed of Trust or thereafter acquired is hereby ordered to be sold by the Clatsop County  
3 Sheriff's Office in accordance with the process for sale upon execution, and the proceeds of  
4 sale shall be applied:

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

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

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

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

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

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7 Signed: 11/30/2017 03:20 PM

8 Paula Brownhill

9 Circuit Court Judge Paula Brownhill

10 I hereby certify that the requirements of UTCR 5.100 have been satisfied.

11 This proposed Judgment Of Foreclosure is ready for judicial signature because:

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

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

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

19  No objection has been served on me.

20  I received objections that I could not resolve with the opposing party despite  
21 reasonable efforts to do so. I have filed a copy of the objections I received and  
22 indicated which objections remain unresolved.

23  After conferring about objections, \_\_\_\_\_ agreed to independently file  
24 any remaining objection.

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

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

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

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

Other: \_\_\_\_\_

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**McCarthy & Holthus, LLP**

s/ Robert B. Hakari 11/30/17

Robert Hakari OSB No. 114082

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Of Attorneys for Plaintiff

# EXHIBIT 1

LOTS 83 AND 84, FOREST RIM, CITY OF WARRENTON, RECORDED JANUARY 4, 2008, AS  
INSTRUMENT NO. 200800052, RECORDS OF CLATSOP COUNTY, OREGON