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4 IN THE CIRCUIT COURT OF THE STATE OF OREGON
5 FOR THE COUNTY OF CLACKAMAS

6 NATIONSTAR MORTGAGE LLC, its
7 successors in interest and/or assigns,

8 Plaintiff,

9 vs.

10 BRIAN T. LEPTICH, DANIEL A.
11 BULLOCK; WELLS FARGO BANK, N.A.;
12 AMERICAN EXPRESS CENTURION
13 BANK; AND OCCUPANTS OF THE
14 PREMISES,

15 Defendants.

Case No.: CV14030383

WRIT OF EXECUTION IN
FORECLOSURE

16 **TO THE CLACKAMAS COUNTY SHERIFF:**

17 A Judgment of Foreclosure was entered and docketed in this case on October 4, 2017. A
18 true copy of the Judgment is attached hereto. The Judgment was entered in favor of the
19 Judgment Creditor:

20 NATIONSTAR MORTGAGE LLC, its successors in interest and/or assigns
21 c/o Robert Hakari, Attorney for Plaintiff
22 McCarthy & Holthus, LLP
23 920 SW 3rd Ave, 1st Floor
24 Portland, OR 97204

25 With the adjudicated amount due of \$278,216.14, plus post judgment interest at the statutory rate
26 of 9.0% per annum from October 4, 2017 to December 26, 2017 in the amount of \$5,693.90, and
27 continuing with a per diem of \$68.60, currently totaling \$283,910.04.

28 **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 on

1 execution (subject to redemption of 180 days), all of the interest that the Defendant had on or
2 about November 1, 2005, the date of the Deed of Trust, and also the interest that the Defendant
3 had thereafter, in the real property described as shown in Exhibit 1 and commonly known as:
4 1435 NE 18th Place, Canby, OR 97013.

5 Sale of the property is to satisfy the sum listed above, plus the costs incurred in
6 performing this Writ. Pursuant to ORS 18.872, you are authorized to continue execution under
7 the writ and delay making a return on the writ to no later than 150 days from receipt of the writ.
8 You are to make the return within 60 days after you receive this Writ. Should the sale be
9 continued, the writ may be automatically extended for 30 days.



Wendy Watson
Dated: December 27, 2017

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13
14 **McCarthy & Holthus, LLP**

15
16 Robert Hakari OSB No. 114082
17 920 SW 3rd Ave, 1st Floor
18 Portland, OR 97204
19 Phone: (971) 201-3200
20 Fax: (971) 201-3202
21 rhakari@mccarthyholthus.com
22 Of Attorneys for Plaintiff

12/20/17

COURT CLERK HAS NOT VERIFIED FIGURES IN THIS WRIT.
IF YOU HAVE ANY QUESTIONS REGARDING THIS WRIT,
PLEASE CONTACT YOUR LEGAL COUNSEL, THE ISSUING
ATTORNEY OR THE ISSUING COMPANY. DEBTOR MAY CONTEST
THIS WRIT BY FILING A CLAIM OF EXEMPTION.

Court Administrator relies on the information
provided by the person seeking issuance of
this writ of execution and is not liable for any
errors or omissions in the information

Exhibit 1

LEGAL DESCRIPTION

LOT 3, CONNOR'S CORNER, IN THE CITY OF CANBY, COUNTY
OF CLACKAMAS AND STATE OF OREGON.

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

NATIONSTAR MORTGAGE LLC, its
successors in interest and/or assigns,

Plaintiff,

v.

BRIAN T. LEPTICH; DANIEL A. BULLOCK;
WELLS FARGO BANK, N.A.; AMERICAN
EXPRESS CENTURION BANK; AND
OCCUPANTS OF THE PREMISES,

Defendants.

Case No. CV14030383

GENERAL JUDGMENT OF
FORECLOSURE AND SALE
AGAINST ALL DEFENDANTS

1.

THIS MATTER coming regularly before the Court on this day and it appearing from the record herein that plaintiff Nationstar Mortgage LLC, its successors in interest and/or assigns ("Plaintiff"), filed its Complaint for Deed of Trust Foreclosure; that defendants Brian T. Leptich; Daniel A. Bullock; Wells Fargo Bank, N.A.; American Express Centurion Bank; and Occupants of the Premises were duly served with the Summons and Complaint as required by law; that defendants Wells Fargo Bank, N.A.; American Express Centurion Bank; and Occupants of the Premises failed to appear; and that an Order of Default has been entered against them on Plaintiff's Complaint; that defendants Brian T. Leptich and

1 Danel A. Bullock appeared in this matter and summary judgment was awarded against them in favor of
2 Plaintiff and, consequently this General Judgment of foreclosure is submitted in accordance with UTCR
3 5.100 (3)(c).

4
5 2.

6 Plaintiff hereby requests this general judgment for foreclosure and sale be entered into the Court's
7 register to accomplish the following: to foreclose any and all interest of defendants Brian T. Leptich;
8 Danel A. Bullock; Wells Fargo Bank, N.A.; American Express Centurion Bank; and Occupants of the
9 Premises in the real property subject to this foreclosure action, located at 1435 Northeast 18th Pace,
10 Canby, Oregon 97013 (the "Property").

11 3.

12 The court being fully advised in the Premise, finding good cause exists so this general judgment
13 of foreclosure and sale may be entered in favor of Plaintiff and against Brian T. Leptich; Danel A.
14 Bullock; Wells Fargo Bank, N.A.; American Express Centurion Bank; and Occupants of the Premises,
15 all of them, it is hereby
16

17 ORDERED AND ADJUDGED:

18 4.

19 That the Deed of Trust dated November 1, 2005, executed by Brian T. Leptich and Danel A.
20 Bullock for the benefit of Sunset Mortgage Co. ("Deed of Trust"), recorded on November 7, 2005 as
21 Instrument No. 2005-111641 in the official records of Clackamas County, Oregon, and subsequently
22 assigned to Plaintiff by way of an assignment recorded on April 22, 2013 as Instrument No. 2013-027178,
23 is a valid lien for the amount due and owing as set forth in Paragraph 12 herein, against the Property
24 situated in Clackamas County, Oregon, and described as follows
25
26

1 LOT 3, CONNOR'S CORNER, IN THE CITY OF CANBY, COUNTY
2 OF CLACKAMAS AND STATE OF OREGON.

3 5.

4 That the lien of the Deed of Trust is superior to any interest, lien, or claim of defendants Brian T.
5 Leptich; Danel A. Bullock; Wells Fargo Bank, N.A.; American Express Centurion Bank; and Occupants
6 of the Premises in the Property, and that said Deed of Trust is hereby foreclosed by this Court on the
7 Property.
8

9 6.

10 That defendant(s) Brian T. Leptich; Danel A. Bullock; Wells Fargo Bank, N.A.; American
11 Express Centurion Bank; and Occupants of the Premises, all of them, are not entitled to a homestead
12 exemption as against Plaintiff's Deed of Trust.
13

14 7.

15 That all of the right, title and interest which Brian T. Leptich and Danel A. Bullock had on
16 November 1, 2005, the date of the Deed of Trust, and all of the right, title and interest defendant(s) Brian
17 T. Leptich; Danel A. Bullock; Wells Fargo Bank, N.A.; American Express Centurion Bank; and
18 Occupants of the Premises and any successor thereafter had in and to the real Property is hereby ordered
19 to be sold by law, and the proceeds of sale shall be applied first toward the sheriff's fees and costs of
20 sale, then toward the satisfaction of the amount due and owing set forth in Paragraph 12 herein; and the
21 surplus, if any, to the Clerk of the Court to be disbursed to parties as may establish their right thereto.
22

23 8.

24 That Plaintiff may become purchaser at the sheriff's sale of the Property and may bid up to the
25 aggregate amount due and owing set forth in Paragraph 12 herein, plus interest from the date of this
26

1 Judgment until sale without advancing any cash except money required for the sheriff's sale.

2 9.

3 That the Plaintiff, if the successful purchaser of the Property at the sheriff's sale, reserves the right
4 to motion the court after sale for exclusive and immediate possession of the Property through the issuance
5 and enforcement of a writ of assistance, should defendant(s) Brian T. Leptich; Danel A. Bullock; Wells
6 Fargo Bank, N.A.; American Express Centurion Bank; and Occupants of the Premises refuse to surrender
7 possession of the Property immediately upon the purchaser's demand for possession.
8

9 10.

10 That Plaintiff is entitled to, and is hereby awarded its attorney fees and costs incurred in this action,
11 and that Plaintiff's attorney fees in the amount of \$4,666.50 and its litigation costs in the amount of
12 \$2,249.00, shall be, and is hereby declared additional amounts secured by and hereinafter shall be made
13 part of the amount of the debt secured by Plaintiff's Deed of Trust.
14

15 11.

16 That defendants Brian T. Leptich and Danel A. Bullock's affirmative defenses asserted in this
17 action are hereby dismissed with prejudice pursuant to the award of summary judgment to Plaintiff
18 against such defendants, without any award of fees, costs, or disbursements to such defendants.
19

20 **DECLARATION OF DEBT SECURED BY DEED OF TRUST**

21 **(Pursuant to Senate Bill 368)**

22 12.

23 Under the terms of the Deed of Trust and the promissory note dated November 1, 2005, in the
24 principal amount of \$252,000.00, there is now due and owing the following amounts, to be hereinafter
25 described as the Amount Due:
26

1 **Attorneys' Fees and Costs**

2 Attorneys' Fees		\$4,666.50
3 Title Report	\$755.00	
4 Filing Fee - Complaint	\$531.00	
5 Filing Fee - Motion for Summary Judgment	\$100.00	
6 Recording Fee - Lis Pendens	\$68.00	
7 Process Service Fees	\$795.00	
	Total Costs	\$2,249.00
	Total Attorneys' Fees and Costs	\$6,915.50

8 **Lenders' Principal and Interest**

9 Principal Balance	\$221,284.26	
10 Accrued Interest from January 1, 2013, to March 13, 2017, the date calculated on the Declaration of Plaintiff at the variable rate of interest pursuant to Plaintiff's note.	\$25,748.43	
	Total Principal & Interest	\$247,032.69

11 **Lenders' Fees and Costs**

12 Escrow Advances	\$23,742.95	
13 BPO Costs	\$90.00	
14 Property Inspections	\$435.00	
	Total Lenders' Fees and Costs:	\$24,267.95
15 Total Lenders' Principal, Interest, Fees, and Costs:		\$271,300.64

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1 Additional pre-judgment interest pursuant to ORS
2 18.042 from March 14, 2017 to the date entry of
3 judgment at the variable contract rate pursuant to
4 Plaintiff's note.

5 Post-Judgment interest thereafter on the Total
6 Amount Due at the variable contract rate pursuant to
7 Plaintiff's note, or 9.000% per annum, whichever is
8 greater.

9
10 **Total Amount Due** **\$278,216.14**

11 Signed: 9/28/2017 02:28 PM

12 
13 Circuit Court Judge Douglas V. Van Dy

14
15
16 Presented by:

17 **RCO LEGAL, P.S.**

18 By s/ Calvin Knickerbocker DATED May 31, 2017

19 Calvin Knickerbocker, OSB # 050110

20 Attorneys for Plaintiff

21 511 SW 10th Ave., Ste. 400

22 Portland, OR 97205

23 Telephone (503) 977-7840 Facsimile (503) 977-7963

24 ckickerbocker@rcolegal.com

1 **CERTIFICATE OF UTCR 5.100 COMPLIANCE**

2 This Proposed order or judgment is ready for judicial signature because:

3 A. The order or judgment was served on the opposing counsel not less than 3 days prior to
4 submission to the court, or mailed to a self-represented party at the party's last known
5 address not less than 7 days prior to submission to the court with a notice of the time period
to object.

6 B. The order or judgment is accompanied by a stipulation by opposing counsel that no objection
7 exits as to the judgment or order.

8 C. The judgment or order is exempt from UTCR 5.100(1) because:

9 a. The judgment or order is a proposed order or judgment presented in open court with
the parties present.

10 b. The judgment or order is of a kind for which service is not required by statute, rule, or
otherwise;

11 c. The judgment is a proposed judgment after an order for default has already been
entered or is being simultaneously requested against the opposing party.

12 d. The proposed judgment is subject to UTCR 10.0099

13 e. The proposed judgment or order is an uncontested probate and protective proceeding.

14 f. This matter is certified to the court under ORS 416.422, 416.430, 416.435, or
416.448.

15 D. In compliance with UTCR 5.100(2)(b), the drafting party certifies the following as to why
the proposed judgment or order is ready for a judicial signature:

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

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

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

21 a. No objection has been served on me.

22 b. 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
23 indicated which objections remain unresolved.

24 c. After conferring about objections, [role and name of opposing party] agreed to
independently file any remaining objection.

25 4. Service is not required pursuant to subsection (3) of this rule, or by statute, rule, or otherwise
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5. 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.

6. Other: _____

Dated this 31st day of May 2017.

By, s/ Calvin Knickerbocker
Calvin Knickerbocker OSB#050110
Attorney for Plaintiff