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

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

Plaintiff,

v.

ROGER D. BARTHOLOMEW, JR., AKA  
ROGER DEAN BARTHOLOMEW, JR.;  
CARLA MARIE METZ FKA CARLA M.  
BARTHOLOMEW AKA CARLA MARIE  
WHITE; OCCUPANTS OF THE PREMISES,

Defendants.

Case No.: 16CV36416

WRIT OF EXECUTION IN  
FORECLOSURE

**TO THE KLAMATH COUNTY SHERIFF:**

A Judgment of Foreclosure was entered and docketed in this case on April 17, 2017. A true copy of the Judgment is attached hereto. The Judgment was entered in favor of the Plaintiff:

FEDERAL NATIONAL MORTGAGE ASSOCIATION ("FNMA")  
c/o Bryan Kidder  
Attorney for Plaintiff

McCarthy & Holthus, LLP  
920 SW 3rd Ave, 1st Floor  
Portland, OR 97204

1 With the adjudicated amount due of \$150,099.28, plus post-judgment interest at the statutory rate  
2 of 9.0% per annum from April 17, 2017 to January 16, 2018 in the amount of \$10,140.95, and  
3 continuing at \$37.01 *per diem*, currently totaling \$160,240.23.

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 January 25, 2006, the date of the Deed of Trust, and also the interest that the Defendant  
8 had thereafter, in the real property described as follows in attached Exhibit 1, APN/Parcel #  
9 R577165, and commonly known as: 4900 Summers Lane, Klamath Falls, OR 97603.

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 *January 11, 2018*



*John M. Powell*  
*By Marcela Flores*  
*Clerk*

18 Dated: January 9, 2018 and submitted by:

19 **McCarthy & Holthus, LLP**

20 s/ Bryan Kidder

21 \_\_\_\_\_  
22 Bryan Kidder, OSB No. 140459  
23 920 SW 3rd Ave, 1st Floor  
24 Portland, OR 97204  
25 Phone: (971) 201-3200  
26 Fax: (971) 201-3202  
27 [bkidder@mccarthyholthus.com](mailto:bkidder@mccarthyholthus.com)  
28 Of Attorneys for Plaintiff

Exhibit 1

Legal Description

File No.: 7029-2257821

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF Klamath, STATE OF OR, AND IS DESCRIBED AS FOLLOWS:

That portion of the NE1/4 NE1/4 of Section 15, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at an iron pin on the Westerly right of way line of Summers Lane which lies South 0° 10' East along the section line a distance of 905.5 feet and North 88° 39' West a distance of 30 feet from the iron axle which marks the Northeast corner of Section 15, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and running thence; continuing North 88° 39' West a distance of 275.4 feet to an iron pin; thence South 0° 10' East parallel to the section line a distance of 78.4 feet to an iron pin; thence South 88° 39' East a distance of 275.4 feet to an iron pin on the Westerly right of way line of Summers Lane; thence North 0° 10' West along the Westerly right of way line of Summers Lane a distance of 78.4 feet, more or less, to the point of beginning.

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

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

Plaintiff,

v.

ROGER D. BARTHOLOMEW, JR. AKA  
ROGER DEAN BARTHOLOMEW, JR.;  
CARLA MARIE METZ FKA CARLA M.  
BARTHOLOMEW AKA CARLA MARIE  
WHITE; AND OCCUPANTS OF THE  
PREMISES,

Defendants.

Case No. 16CV36416

GENERAL JUDGMENT OF  
FORECLOSURE AND SALE  
AGAINST:

- (1) ROGER D. BARTHOLOMEW, JR.  
AKA ROGER DEAN  
BARTHOLOMEW, JR.;
- (2) CARLA MARIE METZ FKA  
CARLA M. BARTHOLOMEW  
AKA CARLA MARIE WHITE;  
AND
- (3) 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 ("FNMA"), its successors in interest and/or assigns ("Plaintiff"), filed its Complaint for deed of trust foreclosure; that defendants Roger D. Bartholomew, Jr. aka Roger Dean Bartholomew, Jr.; Carla Marie Metz fka Carla M. Bartholomew aka Carla Marie White; and Occupants of the Premises were duly served with the Summons and Complaint as required by law; that defendants Roger D. Bartholomew, Jr. aka Roger Dean Bartholomew, Jr.; Carla

1 Marie Metz fka Carla M. Bartholomew aka Carla Marie White; and Occupants of the Premises failed to  
2 appear; and that an Order of Default has been entered against them on Plaintiff's Complaint and,  
3 consequently this General 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 Roger D.  
8 Bartholomew, Jr. aka Roger Dean Bartholomew, Jr.; Carla Marie Metz fka Carla M. Bartholomew aka  
9 Carla Marie White; and Occupants of the Premises in the real property subject to this foreclosure action,  
10 located at 4900 Summers Lane, Klamath Falls, Oregon 97603 (the "Property").  
11

12 3.

13 The court being fully advised in the Premise, finding good cause exists so this general judgment  
14 of foreclosure and sale may be entered in favor of Plaintiff and against Roger D. Bartholomew, Jr. aka  
15 Roger Dean Bartholomew, Jr.; Carla Marie Metz fka Carla M. Bartholomew aka Carla Marie White;  
16 and Occupants of the Premises, all of them, it is hereby

17 ORDERED AND ADJUDGED:

18 4.

19 That the Deed of Trust dated January 25, 2006, executed by Roger Bartholomew Jr, and Carla  
20 M. Bartholomew for the benefit of ABN AMRO Mortgage Group, Inc. ("Deed of Trust"), recorded on  
21 January 26, 2006 as Instrument No. M06-01579 in the official records of Klamath County, Oregon, and  
22 subsequently assigned to Plaintiff by way of an assignment recorded on February 20, 2014 as  
23 Instrument No. 2014-001454, is a valid lien for the amount due and owing as set forth in Paragraph 12  
24 herein, against the Property situated in Klamath County, Oregon, and described as follows  
25  
26

1 THAT PORTION OF THE NE 1/4 NE 1/4 OF SECTION 15, TOWNSHIP 39  
2 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH  
3 COUNTY, OREGON, DESCRIBED AS FOLLOWS: BEGINNING AT AN  
4 IRON PIN ON THE WESTERLY RIGHT OF WAY LINE OF SUMMERS  
5 LANE WHICH LIES SOUTH 0 ° 10' EAST ALONG THE SECTION LINE A  
6 DISTANCE OF 905.5 FEET AND NORTH 88 ° 39' WEST A DISTANCE OF  
7 30 FEET FROM THE IRON AXLE WHICH MARKS THE NORTHEAST  
8 CORNER OF SECTION 15, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF  
9 THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, AND  
10 RUNNING THENCE; CONTINUING NORTH 88 ° 39' WEST A DISTANCE  
11 OF 275.4 FEET TO AN IRON PIN; THENCE SOUTH 0 ° 10' EAST  
12 PARALLEL TO THE SECTION LINE A DISTANCE OF 78.4 FEET TO AN  
13 IRON PIN; THENCE SOUTH 88 ° 39' EAST A DISTANCE OF 275.4 FEET  
14 TO AN IRON PIN ON THE WESTERLY RIGHT OF WAY LINE OF  
15 SUMMERS LANE; THENCE, NORTH 0 ° 10' WEST ALONG THE  
16 WESTERLY RIGHT OF WAY LINE OF SUMMERS LANE A DISTANCE  
17 OF 78.4 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

18 5.

19 That the lien of the Deed of Trust is superior to any interest, lien, or claim of defendants Roger  
20 D. Bartholomew, Jr. aka Roger Dean Bartholomew, Jr.; Carla Marie Metz fka Carla M. Bartholomew  
21 aka Carla Marie White; and Occupants of the Premises in the Property, and that said Deed of Trust is  
22 hereby foreclosed by this Court on the Property.

23 6.

24 That defendants Roger D. Bartholomew, Jr. aka Roger Dean Bartholomew, Jr.; Carla Marie  
25 Metz fka Carla M. Bartholomew aka Carla Marie White; and Occupants of the Premises, each of them,  
26 and all parties claiming by, through, or under them as purchasers, encumbrances, or otherwise, are  
forever barred and foreclosed of all interests, liens, or claims in the Property, and every portion thereof,  
excepting only the statutory right of redemption provided by the laws of the State of Oregon.

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7.

That defendants Roger D. Bartholomew, Jr. aka Roger Dean Bartholomew, Jr.; Carla Marie Metz fka Carla M. Bartholomew aka Carla Marie White; and Occupants of the Premises, all of them, are not entitled to a homestead exemption as against Plaintiff's Deed of Trust.

8

That all of the right, title and interest which Roger Bartholomew Jr, and Carla M. Bartholomew had on January 25, 2006, the date of the Deed of Trust, and all of the right, title and interest defendants Roger D. Bartholomew, Jr. aka Roger Dean Bartholomew, Jr.; Carla Marie Metz fka Carla M. Bartholomew aka Carla Marie White; 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 Roger D. Bartholomew, Jr. aka Roger Dean Bartholomew, Jr.; Carla Marie Metz fka Carla M. Bartholomew aka Carla Marie White;

1 and Occupants of the Premises refuse to surrender possession of the Property immediately upon the  
2 purchaser's demand for possession.

3 11.

4 That Plaintiff is entitled to, and is hereby awarded its attorney fees and costs incurred in this  
5 action, and that Plaintiff's attorney fees in the amount of \$3,050.00 and its litigation costs in the amount  
6 of \$1,950.00, shall be, and is hereby declared additional amounts secured by and hereinafter shall be  
7 made part of the amount of the debt secured by Plaintiff's Deed of Trust.  
8

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

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

11 12.

12 Under the terms of the Deed of Trust and the promissory note dated January 25, 2006, in the  
13 principal amount of \$130,500.00, there is now due and owing the following amounts, to be hereinafter  
14 described as the Amount Due:  
15

16 **Attorneys' Fees and Costs**

Attorneys' Fees		\$3,050.00
Title Report	\$478.00	
Filing Fee - Complaint	\$531.00	
Recording Fee - Lis Pendens	\$56.00	
Process Service Fees	\$885.00	
	Total Costs	\$1,950.00
	<b>Total Attorneys' Fees and Costs</b>	<b>\$5,000.00</b>

21 **Lenders' Principal and Interest**

Principal Balance	\$110,031.39	
Accrued Interest from October 1, 2013, to February 28, 2017, the date calculated by the declarant in the declaration in support of judgment @ .0675 per annum	\$25,306.60	
	<b>Total Principal &amp; Interest</b>	<b>\$135,337.99</b>



1 **Lenders' Fees and Costs**

2	Pro Rata MIP / PMI	\$21.75	
3	Escrow Advance	\$9,235.85	
3	Suspense Balance	(\$475.13)	
4	Accumulated Late Charges	\$42.32	
5	Recoverable Balance	\$936.50	
5		<b>Total Lenders' Fees and Costs:</b>	<b>\$9,761.29</b>
6		<b>Total Lenders' Principal, Interest, Fees, and Costs:</b>	<b>\$145,099.28</b>

7 Additional pre-judgment interest pursuant to ORS  
8 18.042 from February 28, 2017 to the date entry of  
9 judgment at the contract rate of interest as defined by  
10 Section 2 of the Note

11 Post-Judgment interest thereafter on the Total  
12 Amount Due at the contract rate of interest as defined  
13 by Section 2 of the note, or 9.000% per annum,  
14 whichever is greater.


12 **Total Amount Due** **\$150,099.28**

Signed: 4/14/2017 04:58 PM

17  
18   
19 **Circuit Court Judge Roxanne Osborne**

20 Presented by:

21 **RCO LEGAL, P.C.**

22 By  DATED 4-7-2017  
23 Calvin Knickerbocker, OSB # 050110  
24 Attorneys for Plaintiff  
25 511 SW 10<sup>th</sup> Ave., Ste. 400  
26 Portland, OR 97205  
Telephone (503) 977-7840 Facsimile (503) 977-7963  
cknickerbocker@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  
6 to object.

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

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

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

12 b.  The judgment or order is of a kind that may be presented *ex parte* and has been  
13 submitted either in person or by mail *ex parte*.

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

16 d.  The proposed judgment is subject to UTCR 10.0099

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

18 f.  This matter is certified to the court under ORS 416.422, 416.430, 416.435, or  
19 416.448.

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

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

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

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

a.  No objection has been served on me.

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  
indicated which objections remain unresolved.

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


4.  The relief sought is against an opposing party who has been found to be in default.

1 5. [ ] An order of default is being requested with this proposed judgment.

2 6. [ ] Service is not required pursuant to subsection (3) of this rule, or by statute, rule, or otherwise  
3 noted.

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

7 Dated this 7 day of April, 2017

8 By:   
9 Calvin Knickerbocker OSB#050110  
10 Attorney for Plaintiff  
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