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

JAMES B. NUTTER & COMPANY, its
successors in interest and/or assigns,

Plaintiff,

v.

LOYA R. FRYER; UNITED STATES OF
AMERICA; AND OCCUPANTS OF THE
PREMISES,

Defendants.

Case No.: 17CV05563

WRIT OF EXECUTION IN
FORECLOSURE

TO THE LANE COUNTY SHERIFF:

A Judgment of Foreclosure was entered and docketed in this case on August 29, 2017. A true copy of the Judgment is attached hereto. The Judgment was entered in favor of the Plaintiff:

JAMES B. NUTTER & COMPANY
c/o Brady Godbout
Attorney for Plaintiff

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

With the adjudicated amount due of \$238,035.12, plus post judgment interest at the statutory rate of 9.0% per annum from August 29, 2017 to February 19, 2018 in the amount of \$10,212.68, and continuing with a per diem of \$58.69, currently totaling \$248,247.80.

Exhibit 1

Lot 2, Block 2, HOLLYLAWN ACRES, as platted and recorded in Book 24, Page 24, Lane County Oregon Plat Records, in Lane County, Oregon.

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

JAMES B. NUTTER & COMPANY, its
successors in interest and/or assigns,

Plaintiff,

v.

LOYA R. FRYER; UNITED STATES OF
AMERICA; AND OCCUPANTS OF THE
PREMISES,

Defendants.

Case No. 17CV05563

GENERAL JUDGMENT OF
FORECLOSURE AND SALE
AGAINST:

- (1) LOYA R. FRYER;
- (2) UNITED STATES OF AMERICA;
- 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 James B. Nutter & Company, its successors in interest and/or assigns ("Plaintiff"), filed its Complaint for deed of trust foreclosure; that defendants Loya R. Fryer; United States of America; and Occupants of the Premises were duly served with the Summons and Complaint as required by law; that defendants Loya R. Fryer; United States of America; and Occupants of the Premises failed to appear; and that an Order of Default has been entered against them on Plaintiff's Complaint and, consequently this General Judgment of foreclosure is submitted in accordance with UTCR 5.100 (3)(c).

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2.

Plaintiff hereby requests this general judgment for foreclosure and sale be entered into the Court's register to accomplish the following: to foreclose any and all interest of defendants Loya R. Fryer; United States of America; and Occupants of the Premises in the real property subject to this foreclosure action, located at 2760 Jeppesen Acres Road, Eugene, Oregon 97401 (the "Property").

3.

The court being fully advised in the Premise, finding good cause exists so this general judgment of foreclosure and sale may be entered in favor of Plaintiff and against Loya R. Fryer; United States of America; and Occupants of the Premises, all of them, it is hereby

ORDERED AND ADJUDGED:

4.

That the Deed of Trust dated June 19, 2009, executed by Donald D. Fryer and Loya R. Fryer, husband and wife for the benefit of Equipoint Financial Network, Inc ("Deed of Trust"), recorded on June 29, 2009 as Instrument No. 2009-035384 in the official records of Lane County, Oregon, and subsequently assigned to Plaintiff by way of an assignment recorded on June 29, 2009, as Instrument No. 2009-035385, is a valid lien for the amount due and owing as set forth in Paragraph 13 herein, against the Property situated in Lane County, Oregon, and described as follows

LOT 2, BLOCK 2, HOLLYLAWN ACRES, AS PLATTED AND RECORDED IN BOOK 24, PAGE 24, LANE COUNTY OREGON PLAT RECORDS, IN LANE COUNTY, OREGON.

5.

That the lien of the Deed of Trust is superior to any interest, lien, or claim of defendants Loya R. Fryer; United States of America; and Occupants of the Premises in the Property, and that said Deed of Trust is hereby foreclosed by this Court on the Property.

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6.

That defendants Loya R. Fryer and Occupants of the Premises, each of them, 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.

7.

That the lien of the defendant, the United States of America, and all parties claiming by, through, or under it, is forever barred and foreclosed of all interest, lien, or claim to the Property and every portion thereof excepting the statutory right of redemption. The lien of the defendant, the United States of America, is a "reverse mortgage" issued by and through the Department of Housing and Urban Development; under Section 255 of the National Housing Act (12 USC § 1715z-20). Pursuant to 12 USC § 1701k, the United States is not entitled to a redemption period which exceeds the statutory right of redemption under the laws of the State of Oregon

8.

That defendants Loya R. Fryer; United States of America; and Occupants of the Premises, all of them, are not entitled to a homestead exemption as against Plaintiff's Deed of Trust.

9.

That all of the right, title and interest which Donald D. Fryer and Loya R. Fryer, husband and wife had on June 19, 2009, the date of the Deed of Trust, and all of the right, title and interest defendants Loya R. Fryer; United States of America; 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

1 amount due and owing set forth in Paragraph 13 herein; and the surplus, if any, to the Clerk of the Court
2 to be disbursed to such party or parties as may establish their right thereto.

3 10.

4 That Plaintiff may become purchaser at the sheriff's sale of the Property and may bid up to the
5 aggregate amount due and owing set forth in Paragraph 13 herein, plus interest from the date of this
6 Judgment until sale without advancing any cash except money required for the sheriff's sale.
7

8 11.

9 That the Plaintiff, if the successful purchaser of the Property at the sheriff's sale, reserves the
10 right to motion the court after sale for exclusive and immediate possession of the Property through the
11 issuance and enforcement of a writ of assistance, should defendants Loya R. Fryer; United States of
12 America; and Occupants of the Premises refuse to surrender possession of the Property immediately
13 upon the purchaser's demand for possession.
14

15 12.

16 That Plaintiff is entitled to, and is hereby awarded its attorney fees and costs incurred in this
17 action, and that Plaintiff's attorney fees in the amount of \$3,050.00 and its litigation costs in the amount
18 of \$1,197.24, shall be, and is hereby declared additional amounts secured by and hereinafter shall be
19 made part of the amount of the debt secured by Plaintiff's Deed of Trust.
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1 **DECLARATION OF DEBT SECURED BY DEED OF TRUST**

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

3 13.

4 Under the terms of the Deed of Trust and the promissory note dated June 19, 2009, in the
 5 principal amount of \$387,000.00, there is now due and owing the following amounts, to be hereinafter
 6 described as the Amount Due:
 7

8 **Attorneys' Fees and Costs**

Attorneys' Fees		\$3,050.00
Filing Fee - Complaint	\$531.00	
Lis Pendens	\$61.00	
Process Service Fees	\$108.00	
Process Service cost by Mail	\$21.24	
Publication Costs	\$476.00	
	Total Costs	\$1,197.24
	<i>Total Attorneys' Fees and Costs</i>	<i>\$4,247.24</i>

14 **Lenders' Principal and Interest**

Principal Balance	\$230,555.32	
Accrued Interest through July 28, 2017, the date calculated by the declarant in the declaration in support of judgment @ .0425 per annum	\$759.63	
	<i>Total Principal & Interest</i>	<i>\$231,314.95</i>

19 **Lenders' Fees and Costs**

July MIP Insurance	\$88.43	
July Service Fee	\$35.00	
Prior Attorney Fees + Title Costs	\$2,349.50	
	<i>Total Lenders' Fees and Costs:</i>	<i>\$2,472.93</i>
	<i>Total Lenders' Principal, Interest, Fees, and Costs:</i>	<i>\$233,787.88</i>

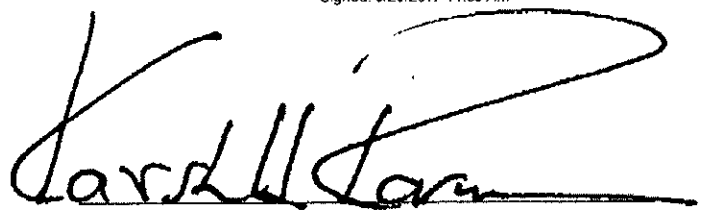
24 Additional pre-judgment interest pursuant to ORS
 25 18.042 from July 28, 2017 to the date entry of
 26 judgment at the contract rate as defined by Section 5
 of the Note

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Post-Judgment interest thereafter on the Total Amount Due at the variable contract rate as defined by Section 5 of the note, or 9.000% per annum, whichever is greater.

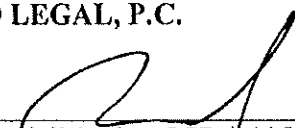
Total Amount Due **\$238,035.12**

Signed: 8/29/2017 11:36 AM



Karsten H. Rasmussen, Circuit Court Judge

Presented by:
RCO LEGAL, P.C.

By  DATED 8/18/17
Randall Szabo, OSB # 115304
Attorneys for Plaintiff
511 SW 10th Ave., Ste. 400
Portland, OR 97205
Telephone (503) 977-7840 Facsimile (503) 977-7963
rszabo@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 that may be presented *ex parte* and has been
submitted either in person or by mail *ex parte*.

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. The relief sought is against an opposing party who has been found to be in default.
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- 5. [] An order of default is being requested with this proposed judgment.
- 6. [] Service is not required pursuant to subsection (3) of this rule, or by statute, rule, or otherwise noted.
- 7. [] 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.

Dated this 22 day of August, 2017

By, Cal Ullman
~~Randall Szabo OSB#115304~~
Attorney for Plaintiff
Cal Knickerbocker #650116