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

6 U.S. BANK NATIONAL ASSOCIATION, AS
7 TRUSTEE FOR REGISTERED HOLDERS
8 OF ASSET-BACKED PASS-THROUGH
9 CERTIFICATES SERIES 2007-AMC2,

10 Plaintiff,

11 v.

12 RALPH R. GARBER; THE UNKNOWN
13 HEIRS AND DEVISEES OF SANDRA L.
14 GARBER; DOUGLAS L. BRADLEY;
15 WILLIAM L. DAVIES JR., AS SUCCESSOR
16 TRUSTEE OF THE BARBARA S.
17 ALBRIGHT REVOCABLE TRUST
18 AGREEMENT; UNITED STATES OF
19 AMERICA; COLUMBIA COLLECTION
20 SERVICE, INC.; MIDLAND FUNDING,
21 LLC; OCCUPANTS OF THE PROPERTY,

22 Defendants.

Case No.: CV15080489

WRIT OF EXECUTION IN
FORECLOSURE

23 **TO THE CLACKAMAS COUNTY SHERIFF:**

24 A Judgment of Foreclosure was entered and docketed in this case on October 16, 2017.

25 A true copy of the Judgment is attached hereto. The Judgment was entered in favor of the

26 Judgment Creditor:

27 U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CITIGROUP
28 MORTGAGE LOAN TRUST INC. ASSET-BACKED PASS-THROUGH
CERTIFICATES SERIES 2007-AMC2

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 \$284,863.48, plus post-judgment interest at the statutory rate
2 of 9.0% per annum from October 16, 2017 to January 31, 2018 in the amount of \$7,515.71, and
3 continuing with a per diem of \$70.24, currently totaling \$292,379.19.

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 October 4, 2006, the date of the Deed of Trust, and also the interest that the Defendant had
8 thereafter, in the real property described as follows in attached Exhibit 1, APN/Parcel #
9 00084438, and commonly known as: 10515 SE Linwood Avenue, Milwaukie, OR 97222.

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 *Dated Jan 30, 2018.*

16 *Wendy Watson*



18 Dated: 23 JAN 2018 and submitted by:

19 **McCarthy & Holthus, LLP**

20 *Bryan Kidder*

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

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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 "

A tract of land situated in the Northwest one-quarter, Section 32, Township 1 South, Range 2 East, of the Willamette Meridian, in the City of Milwaukie, County of Clackamas and State of Oregon, being more particularly described as follows:

Beginning at the Northeast corner of Block 5, MINTHORN ADDITION TO THE CITY OF PORTLAND, said corner being the intersection of the South right-of-way line of Palm Avenue, now known as Southeast King Road, with the West right-of-way line of Howard Street now known as Southeast Linwood Avenue; thence along the West line of said Southeast Linwood Avenue, South $0^{\circ} 01' 53''$ West, 564.29 feet to the Southeast corner of that tract of land as conveyed to Portland Fixture Co., recorded in Parcel 7, Fee No. 84-03907, Clackamas County Deed Records, and the true point of beginning; thence along the South line of said Portland Fixture Co. tract West, 133.33 feet; thence parallel with the West line of said Southeast Linwood Avenue North $0^{\circ} 01' 53''$ East, 75.00 feet; thence parallel with the South line of said Portland Fixture Co. tract, East 133.33 feet to a point on the West line of said Southeast Linwood Avenue; thence along said West line, South $0^{\circ} 01' 53''$ West, 75.00 feet to the true point of beginning.

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

US BANK NATIONAL ASSOCIATION,
AS TRUSTEE FOR THE REGISTERED
HOLDERS OF ASSET-BACKED PASS-
THROUGH CERTIFICATES SERIES
2007-AMC2,

Plaintiff,

vs.

RALPH R. GARBER; THE UNKNOWN
HEIRS AND DEVISEES OF SANDRA L.
GARBER; DOUGLAS L. BRADLEY;
WILLIAM L. DAVIES JR., AS
SUCCESSOR TRUSTEE OF THE
BARBARA S. ALBRIGHT REVOCABLE
TRUST AGREEMENT; UNITED STATES
OF AMERICA; COLUMBIA
COLLECTION SERVICE, INC.;
MIDLAND FUNDING, LLC;
OCCUPANTS OF THE PROPERTY,

Defendants.

Case No.: CV15080489

GENERAL JUDGMENT OF
FORECLOSURE

1.

THIS MATTER came before the Court on Plaintiff's motion.

All defendants ("Defaulted 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:

- 1 a. The real property to which this judgment relates is located and situated in Clackamas County,
2 Oregon, and is commonly known as 10515 SE Linwood Avenue, Milwaukie, OR 97222 (the
3 “Subject Property”), legally described as shown in the attached *Exhibit 1*, and having
4 APN/Parcel No. 00084438.
- 5 b. Plaintiff is entitled to enforce the note dated October 4, 2006 and made, delivered, and
6 executed by RALPH R. GARBER and SANDRA L. GARBER to ARGENT MORTGAGE
7 COMPANY, LLC in the amount of \$175,500.00 (the “Note”). The Note was transferred to
8 Plaintiff by delivery of possession and by indorsement set forth on the Note.
- 9 c. A deed of trust was made, executed, and delivered by Defendants RALPH R. GARBER and
10 SANDRA L. GARBER on or about October 11, 2006 (the “Deed of Trust”). The Deed of
11 Trust was recorded on October 16, 2006 as Instrument No. 2006-095919 in the official
12 records of Clackamas County, Oregon. The Deed of Trust is a valid and perfected lien
13 against all of the Property for and securing the Amount Due. The lien of the Plaintiff is
14 superior to any interest, lien, or claim of the Defendants and shall remain in effect until
15 issuance of a Sheriff’s Deed.
- 16 d. The Borrower failed to make the payment that was due for October 1, 2011 and has not cured
17 the default. The amount of debt secured by the Deed of Trust that is now due and owing is
18 comprised of the following amounts (the “Amount Due”):

19	a) Unpaid principal balance:	\$202,001.81
20	b) Prejudgment interest accruing from	
21	9/1/2011 through 7/6/2017 and	
22	continuing until the entry of	
	judgment at the current Note rate of	\$54,332.86
	4.6%:	
23	c) Additional amounts due under the	\$20,762.25
24	terms of the loan:	
25	d) Attorney fees and costs:	\$7,681.56
26	e) Prevailing party fee (ORS 20.190	\$85.00
	(1)(b)):	
27	Total:	\$284,863.48

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

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

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

8 g. All right, title and interest in the Subject Property that Borrowers RALPH R. GARBER and
9 SANDRA L. GARBER had as of the date of the Deed of Trust or thereafter acquired is
10 hereby ordered to be sold by the Clackamas County Sheriff's Office in accordance with the
11 process for sale upon execution, and the proceeds of sale shall be applied:

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

18 h. Plaintiff may become purchaser at the sale of the Subject Property and, pursuant to ORS
19 18.936 (2), may credit bid up to the Amount Due, plus post-judgment interest accruing from
20 the date of entry of judgment through the date of the sale and any incurred costs of sale.

21 i. The purchaser at the sale is entitled to exclusive and immediate possession of the Subject
22 Property from and after the date of the sale and is entitled to such remedies as are available at
23 law or in equity to secure possession. The purchaser at the sale may apply to the Court for a
24 writ of assistance if any Defendant, other party, or other person shall refuse to surrender
25 possession to the purchaser immediately upon the purchaser's demand for possession.
26

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

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

6 l. Pursuant to ORS 18.950 (4), the apparent priority of liens subsequent and inferior to the
7 Deed of Trust are as follows:

8 1) Defendant WILLIAM L. DAVIES JR., AS SUCCESSOR TRUSTEE OF THE
9 BARBARA S. ALBRIGHT REVOCABLE TRUST AGREEMENT may claim a
10 junior interest in Subject Property by virtue of a deed of trust recorded October 16,
11 2006, as Instrument No. 2006-095920 in the official records of Clackamas County,
12 Oregon, securing a promissory note in the amount of \$19,500.00;

13
14 2) Defendant UNITED STATES OF AMERICA may claim an interest in the Subject
15 Property by virtue of a federal tax lien, in the amount of \$6,970.00, filed August 12,
16 2009, Office of County Records, Clackamas County, Instrument Number 2009-
17 057506 wherein RALPH R. GARBER and SANDRA L. GARBER of 10515 SE
18 Linwood Avenue, Milwaukie, Oregon 97222 are named as taxpayers. The notice was
19 filed by the Internal Revenue Service and bears serial number 570142809;

20
21 3) Defendant COLUMBIA COLLECTION SERVICE, INC. may claim an interest in
22 Subject Property by virtue of a judgment entered on December 14, 2010, in the
23 Circuit Court of Clackamas County, Case No. SC062223 in the amount of \$1,959.00;

24 ///

25 ///

26 ///

27 ///

1 4) Defendant MIDLAND FUNDING, LLC may claim an interest in Subject Property by
2 virtue of a judgment entered on July 11, 2011, in the Circuit Court of Clackamas
3 County, Case No. LV11030508 in the amount of \$1,196.00.

Signed: 10/5/2017 03:05 PM

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9 **Circuit Court Judge Michael C. Wetzel**

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
submitted.

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

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

17 No objection has been served on me.

18 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.

19 After conferring about objections, _____ agreed to independently file
any remaining objection.

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

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

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

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

26 Other: _____

Dated: July 7, 2017 and submitted by:

McCarthy & Holthus, LLP

s/ Bryan Kidder

Bryan Kidder, OSB No. 140459
Of Attorneys for Plaintiff

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