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

9 FREEDOM MORTGAGE CORPORATION,
10 its successors in interest and/or assigns,

11 Plaintiff,

12 v.

13 LARRY W. HAUCK; AND OCCUPANTS OF
14 THE PREMISES,

15 Defendants.

Case No.: 17CV27866

WRIT OF EXECUTION IN
FORECLOSURE

16 **TO THE CLACKAMAS COUNTY SHERIFF:**

17 A Judgment of Foreclosure was entered and docketed in this case on December 20, 2017.
18 A true copy of the Judgment is attached hereto. The Judgment was entered in favor of the
19 Judgment Creditor:

20 FREEDOM MORTGAGE CORPORATION
21 c/o Jeremy Clifford
22 Attorney for Plaintiff

23 McCarthy & Holthus, LLP
24 920 SW 3rd Ave, 1st Floor
25 Portland, OR 97204

26 With the adjudicated amount due of \$244,784.68, plus post judgment interest at the statutory rate
27 of 9.0% per annum from December 20, 2017 to January 26, 2018 in the amount of \$2,233.24,
28 and continuing with a per diem of \$60.36, currently totaling \$247,017.92.

1 **NOW, THEREFORE, IN THE NAME OF THE STATE OF OREGON**, you are
2 hereby commanded to sell, in the manner prescribed by law for the sale of real property on
3 execution (subject to redemption of 180 days), all of the interest that the Defendant had on or
4 about June 5, 2013, the date of the Deed of Trust, and also the interest that the Defendant had
5 thereafter, in the real property described as follows in attached Exhibit 1, APN/Parcel #
6 01059614, and commonly known as: 25485 SOUTH HOLMAN ROAD, ESTACADA, OR
7 97023.

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

13 *Dated: February 6, 2018.*



14 *Wendy Paterson*

15
16 Dated: 1/24/18 and submitted by:

17 **McCarthy & Holthus, LLP**

18
19 Jeremy Clifford OSB No. 142987
20 920 SW 3rd Ave, 1st Floor
21 Portland, OR 97204
22 Phone: (971) 201-3200
23 Fax: (971) 201-3202
24 jclifford@mccarthyholthus.com
25 Of Attorneys for Plaintiff

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

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

Exhibit 1
Legal Description

LOT 6, COLWELL ACRES, CLACKAMAS COUNTY, OREGON.

MORE ACCURATELY DESCRIBED AS FOLLOWS:

LOT 6, COLWELL ACRES, CLACKAMAS COUNTY, OREGON. TOGETHER WITH AN
UNDIVIDED ONE-SIXTH INTEREST IN A WELL SITE KNOWN AS TRACT "A",
COLWELL ACRES.

APN: 01059614

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

FREEDOM MORTGAGE CORPORATION, its
successors in interest and/or assigns,

Plaintiff,

v.

LARRY W. HAUCK; AND OCCUPANTS OF
THE PREMISES,

Defendants.

Case No. 17CV27866

GENERAL JUDGMENT OF
FORECLOSURE with
DECLARATORY RELIEF AND SALE
AGAINST:

(1) LARRY W. HAUCK

1.

THIS MATTER coming regularly before the Court on this day and it appearing from the record herein that plaintiff Freedom Mortgage Corporation, its successors in interest and/or assigns ("Plaintiff"), filed its Complaint for Deed of Trust foreclosure and Declaratory Relief; that defendant Larry W. Hauck was duly served with the Summons and Complaint as required by law; that defendant failed to appear; and that an Order of Default has been filed concurrently with this Judgment and, consequently this General Judgment of foreclosure is submitted in accordance with UTCR 5.100 (3)(c).

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 defendant Larry W.

1 Hauck in the real property subject to this foreclosure action, located at 25485 South Holman Road,
2 Estacada, Oregon 97023 (the "Property").

3 3.

4 The court being fully advised in the Premise, finding good cause exists so this general judgment
5 of foreclosure and sale may be entered in favor of Plaintiff and against Larry W. Hauck, all of them, it is
6 hereby
7

8 ORDERED AND ADJUDGED:

9 **DECLARATORY RELIEF**

10 4.

11 REFORMATION OF THE DEED OF TRUST TO ADD CORRECT LEGAL DESCRIPTION:

12 Under the terms of the loan, Larry W. Hauck, as his sole and separate property agreed to irrevocably
13 grant and convey the Property to a Trustee with power of sale, as security for the loan and for the
14 benefit of Lender, its successors in interest and assigns. However contrary to the contemplation and
15 intent of the parties, the Deed of Trust was recorded with an incorrect legal description of the subject
16 Property. The legal description in the Deed of Trust is as follows:
17

18 **LOT 6, COLWELL, ACRES, CLACKAMAS COUNTY,
19 OREGON.**

20 The legal description in the Deed of Trust does not match the legal description of the Property
21 maintained in the Clackamas County real property records because of the errors described above. The
22 correct legal description, and the description maintained in the Clackamas County real property records
23 is as follows:

24 **LOT 6, COLWELL ACRES, CLACKAMAS COUNTY, OREGON.
25 MORE ACCURATELY DESCRIBED AS FOLLOWS:**
26

1 LOT 6, COLWELL ACRES, CLACKAMAS COUNTY, OREGON.
2 TOGETHER WITH AN UNDIVIDED ONE-SIXTH INTEREST IN A
3 WELL SITE KNOWN AS TRACT "A", COLWELL ACRES.

4 Therefore, Plaintiff requests declaratory relief from the Court to reform the Deed of Trust by striking
5 the incorrect legal description contained in the Deed of Trust, and replacing it with the full and correct
6 legal description as maintained in the Deschutes County Real Property records.

7 5.

8 That the Deed of Trust dated June 5, 2013, executed by Larry W. Hauck for the benefit of
9 Mortgage Electronic Registration Systems, Inc. as nominee for First Mortgage Corporation, A
10 California Corporation, D/B/A First Mortgage Corporation of California ("Deed of Trust"), recorded on
11 July 10, 2013, as Instrument No. 2013-047868 in the official records of Clackamas County, Oregon,
12 and subsequently assigned to Plaintiff by way of a corrective assignment recorded on March 25, 2016
13 as Instrument No. 2016-019396, is a valid lien for the amount due and owing as set forth in Paragraph
14
15 13 herein, against the Property situated in Clackamas County, Oregon, and described as follows

16 LOT 6, COLWELL, ACRES, CLACKAMAS COUNTY, OREGON. MORE
17 ACCURATELY DESCRIBED AS FOLLOWS: LOT 6, COLWELL ACRES,
18 CLACKAMAS COUNTY, OREGON. TOGETHER WITH AN UNDIVIDED
19 ONE-SIXTH INTEREST IN A WELL SITE KNOWN AS TRACT "A",
20 COLWELL ACRES.

21 6.

22 That the lien of the Deed of Trust is superior to any interest, lien, or claim of defendant Larry
23 W. Hauck in the Property, and that said Deed of Trust is hereby foreclosed by this Court on the
24 Property.

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7.

That defendant Larry W. Hauck 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.

8.

That defendant Larry W. Hauck, 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 Larry W. Hauck had on June 5, 2013, the date of the Deed of Trust, and all of the right, title and interest defendant Larry W. Hauck 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 13 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.

10.

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 13 herein, plus interest from the date of this Judgment until sale without advancing any cash except money required for the sheriff's sale.

11.

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

1 issuance and enforcement of a writ of assistance, should defendant Larry W. Hauck refuse to surrender
2 possession of the Property immediately upon the purchaser's demand for possession.

3
4 12.

5 That Plaintiff is entitled to, and is hereby awarded its attorney fees and costs incurred in this
6 action, and that Plaintiff's attorney fees in the amount of \$2,600.00 and its litigation costs in the amount
7 of \$828.00, shall be, and is hereby declared additional amounts secured by and hereinafter shall be
8 made part of the amount of the debt secured by Plaintiff's Deed of Trust.

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

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

11
12 13.

13 Under the terms of the Deed of Trust and the promissory note dated June 5, 2013, in the
14 principal amount of \$224,482.00, there is now due and owing the following amounts, to be hereinafter
15 described as the Amount Due:

16 **Attorneys' Fees and Costs**

Attorneys' Fees		\$2,600.00
Filing Fee	\$531.00	
Lis Pendens	\$67.00	
Process Service Fees	\$230.00	
	Total Costs	\$828.00
	Total Attorneys' Fees and Costs	\$3,428.00

21 **Lenders' Principal and Interest**

Principal Balance	\$216,243.09	
Accrued Interest from July 1, 2015 through September 24, 2017, the date calculated by the declarant in the declaration in support of judgment @ .03875 per annum	\$18,853.56	
	Total Principal & Interest	\$235,096.65

1 **Lenders' Fees and Costs**

2 Escrow Advance \$3,724.80
3 Property Inspections \$335.00
4 Property Preservation \$3,781.77
5 Suspense Balance (\$1,581.54)

6 ***Total Lenders' Fees and Costs:*** **\$6,260.03**

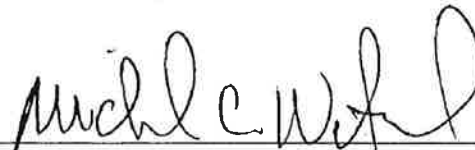
7 ***Total Lenders' Principal, Interest, Fees, and Costs:*** **\$241,356.68**

8 Additional pre-judgment interest pursuant to ORS
9 18.042 from September 24, 2017 to the date entry of
10 judgment at the contract rate of interest as defined by
11 Section 2 of the Note

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

16 ***Total Amount Due*** **\$244,784.68**


17 Signed: 12/19/2017 03:32 PM

18 

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

20 Presented by:

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

22 By  DATED 10/6/2017

23 Calvin Knickerbocker, OSB # 050110
24 Attorneys for Plaintiff
25 511 SW 10th Ave., Ste. 400
26 Portland, OR 97205
Telephone (503) 977-7840 Facsimile (503) 977-7963
cknickerbocker@rcolegal.com

CERTIFICATE OF UTCR 5.100 COMPLIANCE

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

- A. The order or judgment was served on the opposing counsel not less than 3 days prior to submission to the court, or mailed to a self-represented party at the party's last known address not less than 7 days prior to submission to the court with a notice of the time period to object.
- B. The order or judgment is accompanied by a stipulation by opposing counsel that no objection exists as to the judgment or order.
- C. The judgment or order is exempt from UTCR 5.100(1) because:
 - a. The judgment or order is a proposed order or judgment presented in open court with the parties present.
 - 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*.
 - 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.
 - d. The proposed judgment is subject to UTCR 10.0099
 - e. The proposed judgment or order is an uncontested probate and protective proceeding.
 - f. This matter is certified to the court under ORS 416.422, 416.430, 416.435, or 416.448.
- 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:
 - 1. Each opposing party affected by this order or judgment has stipulated to the order or judgment, as shown by each opposing party's signature on the document being submitted.
 - 2. Each opposing party affected by this order or judgment has approved the order or judgment, as shown by signature on the document being submitted or by written confirmation of 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.

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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 6 day of October, 2017

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