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**IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF JOSEPHINE**

FREEDOM MORTGAGE CORPORATION, CASE NUMBER: 17CV30620

Plaintiff,

vs.

WRIT OF EXECUTION IN FORECLOSURE

GARY N. LUMSDEN, an individual; and all other persons, parties, or occupants unknown claiming any legal or equitable right, title, estate, lien, or interest in the real property described in the complaint herein, adverse to Plaintiff's title, or any cloud on Plaintiff's title to the Property.

Defendants.

TO: THE SHERIFF OF JOSEPHINE COUNTY, OREGON:

1.

WHEREAS, on December 29, 2017, in the above-entitled Court, a General Judgment of Foreclosure ("Judgment") was entered and docketed in the above-entitled and numbered proceeding

2.

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 upon (subject to

WRIT OF EXECUTION IN FORECLOSURE

Certified True Copy Of The Original

Dated This 5th Day Of Feb, 2018

Trial Court Administrator

By:



Malcolm + Cisneros, A Law Corporation
2112 Business Center Drive, Second Floor
Irvine, CA 92612

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1 redemption, if applicable), all of the interest which the Defendant Gary N. Lumsden ("Defendant")
2 had on June 24, 2013, the date of the foreclosed Deed of Trust which was recorded on July 17, 2013,
3 as Instrument No. 2013-009656 in the official records of the Josephine County Recorder's Office,
4 and/or all of the interest which Defendant had thereafter, in the real property described in the
5 Judgment to satisfy the Judgment as follows:

6
7 **Lender's Principal Judgment:**

8 Unpaid Principal Balance:	\$177,111.81
9 Pre-Judgment Interest from December	
10 1, 2015 to December 20, 2017, the date	
11 set forth in the Judgment at 3.25%, per	
12 annum, (\$15.77 per diem):	\$8,860.05
13 Lender's Fees and Costs:	\$3,795.20
14 Attorney's Fees and Costs:	\$2,082.95
15	
16 Total Judgment Entered:	\$191,850.01

17
18 **Additional Pre-Judgment Interest:**

19 Accrued Interest from December 21,	
20 2017, the day after the date set forth in	
21 the Judgment through December 29,	
22 2017, the date of entry of the Judgment,	
23 at 3.25%, per annum (\$15.77 per diem):	\$126.16

24	
25 Total Judgment Entered Including	
26 Additional Pre-Judgment	
27 Interest:	\$191,976.17

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THEREFORE, in the name of the State of Oregon, you are hereby commanded to seize and sell the Property, in the manner prescribed by law; or so much thereof as may be necessary to satisfy the Judgment, interest, fees, and costs.

MAKE RETURN HEREOF within 60 days after you receive this Writ.



1/31/18 *C. Ahlers*

Submitted by:

Court Clerk

[Handwritten signature]

Dated: 1/23/18

Nathan R. Smith, OSB #120112
Attorney for Plaintiff
MALCOLM ♦ CISNEROS, A Law Corporation
2112 Business Center Drive, Second Floor
Irvine, California 92612
Phone: (949) 252-9400
Fax: (949) 252-1032
Email: nathan@mclaw.org

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EXHIBIT 1

7

Verified Correct Copy of Original 4/31/2018
Verified Correct Copy of Original 4/31/2018

[REDACTED]

EXHIBIT "A"

[REDACTED]

COMMENCING AT THE MOST NORTHERLY CORNER OF BLOCK 38, CENTER ADDITION TO MERLIN, JOSEPHINE COUNTY, OREGON; THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF SAID BLOCK 36, A DISTANCE OF 75 FEET FOR THE TRUE POINT OF BEGINNING; THENCE CONTINUE SOUTHEASTERLY ALONG SAID NORTHERLY LINE 75 FEET, MORE OR LESS, TO THE MOST EASTERLY CORNER OF LOT 3 IN SAID BLOCK 36; THENCE SOUTHWESTERLY ALONG THE EASTERLY LINE OF SAID LOT 3 AND THE SOUTHERLY EXTENSION OF SAID LINE, TO A POINT ON THE SOUTH LINE OF SAID BLOCK 36; THENCE WESTERLY ALONG SAID SOUTH LINE TO A POINT SOUTHWESTERLY OF THE TRUE POINT OF BEGINNING WHEN MEASURED PARALLEL WITH THE WESTERLY LINE OF SAID BLOCK 36; THENCE NORTHEASTERLY, PARALLEL WITH SAID WESTERLY LINE TO THE TRUE POINT OF BEGINNING.

[REDACTED]

[REDACTED]

[REDACTED]

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**IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF JOSEPHINE**

FREEDOM MORTGAGE CORPORATION,

CASE NUMBER: 17CV30620

Plaintiff,

vs.

**GENERAL JUDGMENT OF
FORECLOSURE AGAINST:**

GARY N. LUMSDEN, an individual; and all other persons, parties, or occupants unknown claiming any legal or equitable right, title, estate, lien, or interest in the real property described in the complaint herein, adverse to Plaintiff's title, or any cloud on Plaintiff's title to the Property.

1. GARY N. LUMSDEN

Defendants.

1.

THIS MATTER, coming on regularly before the Court, and it appearing from the record herein that Plaintiff, FREEDOM MORTGAGE CORPORATION ("Plaintiff"), filed its Complaint for Foreclosure of Deed of Trust; that Defendant GARY N. LUMSDEN ("Defendant") was duly served with the Summons and Complaint as required by law; that Defendant failed to appear, that an order of default has been entered against him on Plaintiff's Complaint, and that Plaintiff is entitled to entry of a General Judgment foreclosing Plaintiff's deed of trust against the property commonly known as 175 Acorn Street, Merlin, OR 97532 ("Property") and extinguishing any and all interest of

GENERAL JUDGMENT OF FORECLOSURE
Certified True Copy Of The Original
Dated This 5th Day Of Feb. 2018
Trial Court Administrator
By: 



1 the Defendant in the Property.

2 2.

3 The Court being fully advised; it is hereby
4 ORDERED AND ADJUDGED that:

5 3.

6 Plaintiff is the holder of that certain adjustable rate note ("Note"), dated June 24, 2013, in the
7 amount of \$188,467.00, and executed by GARY N. LUMSDEN.

8 4.

9 The Note is secured by that certain deed of trust ("Deed of Trust") dated June 24, 2013 and
10 executed by GARY N. LUMSDEN. The Deed of Trust was recorded on July 17, 2013 under the
11 recording number 2013-009656 of the Official Records of Josephine County, Oregon, against the
12 Property, which is legally described in Exhibit "1" attached hereto. ("Property") and constitutes a
13 valid lien against the Property.

14 5.

15 The terms of the Note and Deed of Trust are in breach, therefore, Plaintiff has now declared
16 all sums due and owing under the Note and Deed of Trust as immediately due and payable.

17 6.

18 The Deed of Trust is a valid first priority lien encumbering the Property, is superior to any
19 interest, lien, or claim of the Defendant and any other party in the Property, which are hereby
20 foreclosed and terminated, excepting only any statutory right of redemption to which the Defendant
21 may be entitled under Oregon law.

22 7.

23 A judgment of foreclosure in the amount of \$191,850.01 shall be granted in favor of Plaintiff,
24 and its successors and/or assigns, as further described below in the Declaration of Amount Owed –
25 Not a Money Award ("Amount Owed").

26 8.

27 The Property is hereby ordered to be sold by law and the proceeds of sale applied toward the
28 satisfaction of Plaintiff's Amount Owed herein; and the surplus, if any to the Clerk of the Court to be

1 disbursed to such party or parties as may establish their right thereto.

2 9.

3 Plaintiff is entitled to recover its reasonable attorney's fees and all reasonable and necessary
4 costs and expenses incurred to enforcing the Note and Deed of Trust.

5 10.

6 Any increased interest or any such additional amounts as Plaintiff may advance for taxes,
7 assessments, municipal charges, and such other items as may constitute liens on the Property,
8 together with insurance and repairs necessary to prevent the impairment of the Property, together
9 with interest thereon from the date of payment may also be added to the Amount Owed and paid
10 from the proceeds from the sale of the Property.

11 11.

12 Defendant and all parties claiming an interest in the Property as purchasers, encumbrancers,
13 or otherwise, are forever barred and foreclosed of all interests, liens, or claims in the Property and
14 every portion thereof, excepting only any statutory right of redemption provided by the laws of the
15 State of Oregon.

16 12.

17 Defendant GARY N. LUMSDEN is not entitled to a homestead exemption in the Property.

18 13.

19 Plaintiff may become purchaser at the Sheriff's Sale of the Property and may bid up to the
20 aggregate amount of its Amount Owed, plus any additional interest and reasonable costs until sale.

21 14.

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

27 15.

28 This Court shall retain jurisdiction to enforce all provisions of this General Judgment and to

5

1 enter such additional order, judgment, or decree necessary for the purchaser at the foreclosure sale to
2 obtain possession of the Property.

3 16.

4 Under the Note, there is now due and owing to Plaintiff, the following amounts, to be
5 hereinafter described as the Amount Owed.

6 17.

7 This suit does not constitute an attempt to collect the debt against Defendant GARY N.
8 LUMSDEN. Rather, it is a suit to execute upon the Property as security for the Amount Owed.

9 **DECLARATION OF DEBT SECURED BY DEED OF TRUST**
10 **(Pursuant to Senate Bill 368)**

11 18.

12 Under the terms of the Deed of Trust and the Note dated June 24, 2013, in the original
13 principal amount of \$188,467.00, there is now due and owing the following amounts, to be
14 hereinafter described as the Amount Due:

15
16 **DECLARATION OF AMOUNT OWED – NOT A MONEY AWARD**

17	1. Judgment Creditor:	FREEDOM MORTGAGE CORPORATION
18	Address:	c/o MALCOLM ♦ CISNEROS,
19		A Law Corporation
20		2112 Business Center Drive, 2 nd Floor
21		Irvine, California 92612
22	Judgment Attorney:	Nathan F. Smith
23	Address:	MALCOLM ♦ CISNEROS, A Law Corporation
24		2112 Business Center Drive, 2 nd Floor
25		Irvine, California 92612
26	Telephone Number:	(949) 252-9400

27 **2. Persons or Public Bodies Entitled to**
28 **a Portion the Judgment:**

N/A

1 **3. Judgment Amount:** \$189,767.06

2 **4. Pre-Judgment Interest:** Simple interest to accrue on \$177,111.81 from
3 December 21, 2017 to the date the Judgment is
4 entered into the Court's register at 3.25% per
5 annum, \$15.77 per diem.

6 **5. Post-Judgment Interest:** Simple interest to accrue on \$191,850.01 plus
7 Pre-Judgment Interest from the day after the
8 General Judgment is entered to the date upon
9 which the Writ of Execution in Foreclosure is
10 levied at the legal rate of interest or 9% per
11 annum, whichever is greater.

12 **6. Periodic accrual:** N/A

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7. Attorney's Fees and Costs: An award of \$2,082.95 in attorney's fees and costs is made.

Attorney Fee:	\$650.00
Litigation Guarantee:	\$643.00
Filing Cost:	\$599.95
Process Service Cost:	\$190.00
Total Fees and Costs:	\$2,082.95

Signed: 12/28/2017 02:36 PM



Circuit Court Judge Pat Wolke

Submitted by: 

 Nathan F. Smith, OSB #120112
 Attorney for Plaintiff
 MALCOLM ♦ CISNEROS, A Law Corporation
 2112 Business Center Drive, Second Floor
 Irvine, California 92612
 Phone: (949) 252-9400
 Fax: (949) 252-1032
 Email: nathan@mclaw.org

Dated: 12/28/17

EXHIBIT 1

[REDACTED]

EXHIBIT "A"

[REDACTED]

COMMENCING AT THE MOST NORTHERLY CORNER OF BLOCK 36, CENTER ADDITION TO MERLIN, JOSEPHINE COUNTY, OREGON; THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF SAID BLOCK 36, A DISTANCE OF 75 FEET FOR THE TRUE POINT OF BEGINNING; THENCE CONTINUE SOUTHEASTERLY ALONG SAID NORTHERLY LINE 75 FEET, MORE OR LESS, TO THE MOST EASTERLY CORNER OF LOT 3 IN SAID BLOCK 36; THENCE SOUTHWESTERLY ALONG THE EASTERLY LINE OF SAID LOT 3 AND THE SOUTHERLY EXTENSION OF SAID LINE, TO A POINT ON THE SOUTH LINE OF SAID BLOCK 36; THENCE WESTERLY ALONG SAID SOUTH LINE TO A POINT SOUTHWESTERLY OF THE TRUE POINT OF BEGINNING WHEN MEASURED PARALLEL WITH THE WESTERLY LINE OF SAID BLOCK 36; THENCE NORTHEASTERLY, PARALLEL WITH SAID WESTERLY LINE TO THE TRUE POINT OF BEGINNING.

[REDACTED]

[REDACTED]

[REDACTED]

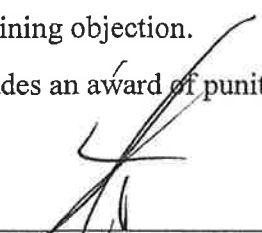
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CERTIFICATE OF READINESS

This proposed Order or Judgment is ready for judicial signature because:

- Service is not required pursuant to subsection (3) of UTCR 5.100, or by statute, rule or otherwise.
- The relief sought is against an opposing party who has been found in default.
- An order of default is being requested with this proposed judgment.
- 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.
- 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.
- I have served a copy of this order or judgment on all parties entitled to service and:
 - No objection has been served on me.
 - 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.
 - After conferring about objections, [role and name of opposing party] agreed to independently file any remaining objection.
- This is a proposed judgment that includes an award of punitive damages.

DATED: 12/28, 2017

By: 

Nathan F. Smith, OSB #120112
 Attorney for Plaintiff
 MALCOLM ♦ CISNEROS, A Law Corporation
 2112 Business Center Drive, Second Floor
 Irvine, California 92612
 (949) 252-9400 (TELEPHONE)
 (949) 252-1032 (FAX)