



CERTIFIED TRUE COPY OF THE ORIGINAL  
Dated this 01 day of 03, 2018.  
CIRCUIT COURT OF THE STATE OF OREGON  
FOR DESCHUTES COUNTY

BY: C. Bethune  
COURT CLERK

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

CAPITAL ONE, N.A., SUCCESSOR BY  
MERGER TO ING BANK, FSB, ITS  
SUCCESSORS IN INTEREST AND/OR  
ASSIGNS,

Plaintiff,

vs.

HENRY C. QUEEN, an individual; KAREEN  
K. QUEEN, an individual; BOEING  
EMPLOYEES' CREDIT UNION, a non-  
federal credit union; 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.

CASE NUMBER: 13CV0667

**WRIT OF EXECUTION IN FORECLOSURE**

TO: THE SHERIFF OF DESCHUTES COUNTY, OREGON:

1.

WHEREAS, on December 7, 2016, 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

1 redemption, if applicable), all of the interest which the Defendants HENRY C. QUEEN, KAREEN  
2 K. QUEEN, AND BOEING EMPLOYEES' CREDIT UNION ("Defendants") had on September 24,  
3 2008, the date of the foreclosed Deed of Trust which was recorded on September 30, 2008, as  
4 Instrument No. 2008-40066 in the official records of the Deschutes County Recorder's Office,  
5 and/or all of the interest which Defendants had thereafter, in the real property described in the  
6 Judgment to satisfy the Judgment as follows:

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

Unpaid Principal Balance:	\$1,084,584.76
Pre-Judgment Interest from April 1, 2012 to November 1, 2016, the date set forth in the Judgment at 4.875%, per annum, (\$147.02 per diem):	\$242,337.15
Lender's Fees and Costs:	\$101,147.02
Attorney's Fees and Costs:	\$2,082.50

13 ***Total Judgment Entered:*** ***\$1,430,151.43***

14 **Additional Pre-Judgment Interest:**

Accrued Interest from November 2, 2016, the day after the date set forth in the Judgment through December 7, 2016, the date of entry of the Judgment, at 4.875%, per annum (\$118.86 per diem):	\$4,16.10
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19 ***Total Judgment Entered Including***  
20 ***Additional Pre-Judgment***  
21 ***Interest:*** ***\$1,434,311.53***

22 3.

23 Additionally, Plaintiff is entitled to the accrual of post-judgment interest on ***\$1,434,311.53*** at  
24 the legal rate of interest of 9% per annum, \$353.66 per diem, from December 8, 2016 to the date the  
25 real property subject to the Judgment is sold by the County Sheriff at its foreclosure auction, plus  
26 costs of this Writ, Sherriff's fees and sale costs, and all other recovered costs pursuant to law.

27 4.

28 The real property subject to this writ of execution is commonly known as 67155 Sunburst

1 Street, Bend, OR 97701 ("Property") and described in Exhibit "1" attached hereto.

2 5.

3 The Judgment Creditor's name and address is:

4 CAPITAL ONE, N.A., SUCCESOR BY MERGER TO ING BANK, FSB, its successors in interest  
5 and/or assigns  
6 7933 Preston Rd  
7 Plano, Texas 20707-2918

8 The Judgment Creditor's name and address for the purpose of this Writ is:

9 CAPITAL ONE, N.A., SUCCESOR BY MERGER TO ING BANK, FSB, its successors in interest  
10 and/or assigns  
11 c/o Malcolm & Cisneros, ALC (Attention: Nathan F. Smith)  
12 2112 Business Center Drive  
13 Irvine, CA 92612  
14 949-252-9400

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

Signed: 2/23/2018 04:15 PM


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

19  
20   
21 Trial Court Administrator Jeffrey E. Hall



22 Submitted by:

23 Dated: 2/22/18

24   
25 Nathan F. Smith, OSB #120112  
26 Attorney for Plaintiff  
27 MALCOLM ♦ CISNEROS, A Law Corporation  
28 2112 Business Center Drive, Second Floor  
Irvine, California 92612  
Phone: (949) 252-9400  
Fax: (949) 252-1032  
Email: nathan@mclaw.org

# EXHIBIT 1

Real property in the County of Deschutes, State of Oregon, described as follows:

A PARCEL OF LAND SITUATE IN A PORTION OF PARCELS 1 AND 2, OF DESCHUTES COUNTY PARTITION PLAT NO. 2005-55, RECORDED JULY 25, 2005 IN CABINET 3, PAGE 162, LOCATED IN THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (N1/2 NW1/4 NE1/4) OF SECTION THIRTY-TWO (32), TOWNSHIP FIFTEEN (15) SOUTH, RANGE ELEVEN (11) EAST OF THE WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" IRON ROD MONUMENTING THE NORTH QUARTER (N1/4) CORNER OF SAID SECTION 32, TOWNSHIP 15 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, THE INITIAL POINT: THENCE SOUTH 00°04'43" EAST ALONG THE WEST LINE OF SAID PARTITION PLAT NO. 2005-55 - 332.44 FEET TO A 1/2" PIPE WITH CAP MARKED "POVEY & ASSOC." (HEREAFTER CALLED CAP); AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°52'56" EAST - 1267.40 FEET TO A 1/2" PIPE WITH CAP ON THE EAST LINE OF SAID PARTITION AND THE WEST RIGHT-OF-WAY OF SUNBURST STREET, BEING 30 FEET FROM THE CENTERLINE OF SAID ROADWAY; THENCE SOUTH 00°10'45" EAST ALONG SAID EAST AND WEST LINES - 332.81 FEET TO A 5/8" IRON ROD ON THE SOUTH LINE OF SAID PARTITION; THENCE NORTH 89°51'57" WEST ALONG SAID SOUTH LINE - 1267.98 FEET TO A 1" PIPE ON THE WEST LINE OF SAID PARTITION THENCE NORTH 00°04'43" WEST ALONG SAID WEST LINE - 332.45 FEET TO THE POINT OF BEGINNING.

NOTE: This legal description was created prior to January 1, 2008.

Tax Parcel Number: 130955



CERTIFIED TRUE COPY OF THE ORIGINAL  
Dated this 01 day of 03, 2018.  
CIRCUIT COURT OF THE STATE OF OREGON  
FOR DESCHUTES COUNTY  
BY: C. D. Howell  
COURT CLERK

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

CAPITAL ONE, N.A., SUCCESSION BY  
MERGER TO ING BANK, FSB, its  
successors in interest and/or assigns,

Plaintiff,

vs.

HENRY C. QUEEN; KAREEN K. QUEEN;  
BOEING EMPLOYEES' CREDIT UNION;  
AND OCCUPANTS OF THE PREMISES.

Defendants.

CASE NUMBER: 13CV0667

GENERAL JUDGMENT OF  
FORECLOSURE AGAINST:

- (1) HENRY C. QUEEN
- (2) KAREEN K. QUEEN
- (3) BOEING EMPLOYEES' CREDIT UNION
- (4) OCCUPANTS OF THE PREMISES

1.

THIS MATTER, coming on regularly before the Court, and it appearing from the record herein that Plaintiff, CAPITAL ONE, N.A., SUCCESSION BY MERGER TO ING BANK, FSB, its successors in interest and/or assigns ("Plaintiff"), filed its Complaint for Foreclosure of Deed of Trust; that BOEING EMPLOYEES' CREDIT UNION, and OCCUPANTS OF THE PREMISES ("Defendants") were duly served with the Summons and Complaint as required by law; that Defendants failed to appear, that the ORDER FOR ENTRY OF DEFAULT AGAINST DEFENDANTS BOEING EMPLOYEES CREDIT UNION AND OCCUPANTS OF THE

1 PREMISES has been entered against them on Plaintiff's Complaint, and that Plaintiff is entitled to  
2 entry of a General Judgment foreclosing Plaintiff's deed of trust against the property commonly  
3 known as 67155 Sunburst Street, Bend, OR 97701 ("Property") and extinguishing any and all  
4 interest of the Defendants in the Property.

5 2.

6 Defendants HENRY C. QUEEN and KAREEN K. QUEEN were duly served with the  
7 Summons and Complaint as required by law, and filed an "Answer" to the Complaint on October 29,  
8 2015. Plaintiff entered into a stipulated limited judgment with Defendants HENRY C. QUEEN and  
9 KAREEN K. QUEEN ("Stipulated Limited Judgment") which was entered in this matter on or about  
10 November 7, 2016. A copy of the Stipulated Limited Judgment is attached hereto as Exhibit "1."

11 3.

12 The Court being fully advised; it is hereby  
13 ORDERED AND ADJUDGED that:

14 4.

15 Plaintiff is the holder of that certain promissory note ("Note"), dated September 24, 2008, in  
16 the amount of \$1,147,500.00, and executed by Defendants HENRY C. QUEEN and KAREEN K.  
17 QUEEN.

18 5.

19 The Note is secured by that certain deed of trust ("Deed of Trust") executed on or about  
20 September 25, 2008, by Defendants HENRY C. QUEEN and KAREEN K. QUEEN. The Deed of  
21 Trust was recorded on September 30, 2008 under the recording number 2008-40066 of the Official  
22 Records of Deschutes County, Oregon, against the Property, which is legally described in Exhibit  
23 "2" attached hereto ("Property") and constitutes a valid lien against the Property.

24 6.

25 Defendants HENRY C. QUEEN and KAREEN K. QUEEN failed to comply with the terms  
26 of the Note and Deed of Trust by failing to make the payments required by the terms of the Note and  
27 Deed of Trust. Pursuant to the terms of the Note and Deed of Trust, Plaintiff declared all sums due  
28 and owing under the Note and Deed of Trust immediately due and payable.

1 ///

2 7.

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

7 8.

8 A judgment of foreclosure in the amount of \$1,430,151.43 shall be granted in favor of  
9 Plaintiff, and its successors and/or assigns, as further described below in the Declaration of Amount  
10 Owed – Not a Money Award (“Amount Owed”).

11 9.

12 The Property is hereby ordered to be sold by law and the proceeds of sale applied toward the  
13 satisfaction of Plaintiff's Amount Owed herein; and the surplus, if any to the Clerk of the Court to be  
14 disbursed to such party or parties as may establish their right thereto.

15 10.

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

18 11.

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

24 12.

25 Defendants and all parties claiming an interest in the Property as purchasers, encumbrancers,  
26 or otherwise, are forever barred and foreclosed of all interests, liens, or claims in the Property and  
27 every portion thereof, excepting only any statutory right of redemption provided by the laws of the  
28 State of Oregon.



1 ///

2 13.

3 Defendants HENRY C. QUEEN and KAREEN K. QUEEN are not entitled to a homestead  
4 exemption in the Property.

5 14.

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

8 15.

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

14 16.

15 This Court shall retain jurisdiction to enforce all provisions of this General Judgment and to  
16 enter such additional order, judgment, or decree necessary for the purchaser at the foreclosure sale to  
17 obtain possession of the Property.

18 17.

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

21 18.

22 This suit does not constitute an attempt to collect the debt against Defendants HENRY C.  
23 QUEEN, KAREEN K. QUEEN, BOEING EMPLOYEES' CREDIT UNION, and OCCUPANTS  
24 OF THE PREMISES. Rather, it is a suit to execute upon the Property as security for the Amount  
25 Owed.

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

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

28 19.

1 Under the terms of the Deed of Trust and the Note dated September 24, 2008, in the original  
2 principal amount of \$1,147,500.00, there is now due and owing the following amounts, to be  
3 hereinafter described as the Amount Due:  
4

5 **DECLARATION OF AMOUNT OWED – NOT A MONEY AWARD**

- 6 **1. Judgment Creditor:** CAPITAL ONE, N.A., SUCCESSION BY  
7 Address: MERGER TO ING BANK, FSB, its successors  
8 in interest and/or assigns  
9 c/o MALCOLM ♦ CISNEROS,  
10 A Law Corporation  
11 2112 Business Center Drive, 2<sup>nd</sup> Floor  
12 Irvine, California 92612  
13 **Judgment Attorney:** Nathan F. Smith  
14 Address: MALCOLM ♦ CISNEROS, A Law Corporation  
15 2112 Business Center Drive, 2<sup>nd</sup> Floor  
16 Irvine, California 92612  
17 Telephone Number: (949) 252-9400
- 18 **2. Persons or Public Bodies Entitled to**  
19 **a Portion the Judgment:** N/A
- 20 **3. Judgment Amount:** \$1,428,068.93
- 21 **4. Pre-Judgment Interest:** Simple interest to accrue on \$1,084,584.76 from  
22 November 2, 2016 to the date the Judgment is  
23 entered into the Court's register at 4.875% per  
24 annum, \$118.86 per diem.  
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**5. Post-Judgment Interest:**

Simple interest to accrue on \$1,430,151.43 plus Pre-Judgment Interest from the day after the General Judgment is entered to the date upon which the Writ of Execution in Foreclosure is levied at the legal rate of interest or 9% per annum, whichever is greater.

**6. Periodic accrual:**

N/A

**7. Attorney's Fees and Costs:**

An award of \$2,082.50 in attorney's fees and costs is made.

Signed: 12/7/2016 11:39 AM



**Circuit Court Judge Stephen P. Forte**

Submitted by:



Dated:

12/2/16

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

# EXHIBIT 1



1 The Deed of Trust was recorded with the Deschutes County Recorder's Office on September 30,  
2 2008, as Instrument Number 2008-40066.

3 4. Plaintiff is the holder of the Note and Deed of Trust made, delivered, and executed by  
4 Stipulating Defendants in the principal amount of \$1,147,500.00. The Note is secured by the first  
5 priority Deed of Trust encumbering the Property ("Lien").

6 5. The legal description of the Property is as follows:

7 See Exhibit "1" attached hereto.

8 6. Stipulating Defendants failed to comply with the terms of the Note and Deed of Trust by  
9 failing to make the payments due and owing according to the terms of the Note and Deed of Trust.  
10 Pursuant to the terms of the Note and Deed of Trust, Plaintiff has now declared all sums due and  
11 owing under the Note and Deed of Trust as immediately due and payable.

12 7. As of November 30, 2016 there was \$1,428,068.93 due and owing under the Note and Deed  
13 of Trust. Furthermore, interest, fees, and costs continue to accrue under the Note and Deed of Trust.  
14 Judgment in the amount of \$1,430,151.43 shall be granted in favor of CAPITAL ONE, N.A.,  
15 SUCCESOR BY MERGER TO ING BANK, FSB, its successors in interest and/or assigns, its  
16 successors or assigns, and against Stipulated Defendants, as further described in the Declaration of  
17 Amount Owed – Not a Money Award ("Amount Owed") below.

18 8. Plaintiff is entitled to recover its reasonable attorneys' fees and all reasonable and necessary  
19 costs and expenses incurred in enforcing the Note and Deed of Trust.

20 9. Plaintiff's Lien is a valid first priority lien encumbering the Property, and is superior to any  
21 interest, lien, or claim of Stipulating Defendants. Stipulating Defendants, and all persons claiming  
22 by, through, or under them, as purchasers, encumbrancers, or otherwise, are adjudged inferior and  
23 subordinate to Plaintiff and are forever foreclosed of all interest, lien, or claim in the Property and  
24 every portion thereof.

25 10. Plaintiff shall be entitled to foreclose on the Property and to sell the Property at a foreclosure  
26 sale by the Deschutes County Sheriff in the manner provided by law and in accordance with any  
27 general judgment entered herein in order to satisfy all amounts due and owing under the Note and  
28

1 Deed of Trust as adjudged below.

2 11. Any increased interest or any such additional amounts as Plaintiff may advance for taxes,  
3 assessments, municipal charges, and such other items as may constitute liens on the Property,  
4 together with insurance and repairs necessary to prevent the impairment of the Property, together  
5 with interest thereon from the date of payment, may also be added to this Judgment and paid from  
6 the proceeds from the sale of the Property.

7 12. Plaintiff or any other party to this suit may become the purchaser at the sale of the Property.  
8 The purchaser is entitled to exclusive and immediate possession of the Property from and after the  
9 date of sale and is entitled to such remedies as are available at law to secure possession, and may  
10 apply to the Clerk of the Court for a Writ of Assistance, if Stipulating Defendants or any other party  
11 or person shall refuse to surrender possession of the property to the purchaser immediately upon the  
12 purchaser's demand for possession.

13 13. Plaintiff may credit bid up to the aggregate amount of its Amount Owed plus interest from  
14 the date of this Judgment until sale without advancing any cash except money required for the  
15 Sheriff's sale.

16 14. The proceeds from the sale are to be applied first toward the costs of sale, then toward the  
17 satisfaction of Plaintiff's Judgment awarded herein and the surplus, if any, to the Clerk of the Court  
18 to be disbursed to such party or parties that may establish their rights thereto.

19 15. No deficiency judgment will be sought by Plaintiff against Stipulating Defendants. While  
20 entry of this Judgment and the corresponding money award shall be entered against Stipulating  
21 Defendants, Plaintiff will not seek to collect the Amount Owed from Stipulating Defendants, but will  
22 seek to execute upon the Property as security for the Amount Owed to the Plaintiff. Furthermore,  
23 Plaintiff will not execute upon any deficiency remaining unsatisfied against Stipulating Defendants  
24 from the proceeds of the foreclosure sale in accordance with ORS 86.7700.

25 16. The Stipulating Defendants' ability to redeem the property sold at an execution sale expires  
26 unless the Stipulating Defendants redeem the property within 60 days after the date of sale, and the  
27 Stipulating Defendants otherwise expressly waive their statutory right of redemption, if any.

28

1 Stipulating Defendants are not entitled to a homestead exemption on account of their interest in the  
2 property.

3 17. This Court shall retain jurisdiction over the Plaintiff and Stipulating Defendants ("Parties")  
4 to enforce all provisions of this Judgment and to enter such additional order, judgment, or decree  
5 necessary for the purchaser at the foreclosure sale to obtain possession of the Property.

6 18. This Judgment shall inure to the benefit of Plaintiff and Stipulating Defendants, their  
7 successors and/or assignees.

8 19. The terms of this Judgment contain the entire agreement between the Parties and supersede  
9 any and all other agreements, either oral or written, between the Parties. However, the Parties  
10 anticipate that a Supplemental and/or General Judgment may be filed with the Court to supplement  
11 terms and conditions to this Judgment, including, but not limited to, an updated amount due and  
12 owing under the Note and Deed of Trust, which the Parties consent to the Plaintiff filing without  
13 further notice to Stipulating Defendants.

14 20. The Parties shall have the right to enforce the terms of this Judgment by Supplemental and/or  
15 General Judgment or motion for declaratory judgment.

16 21. Within thirty (30) days after Plaintiff receives the proceeds from the sale or the expiration of  
17 the Stipulating Defendants' right of redemption as provided in ORS 18.960, et. sq., whichever  
18 occurs earlier, the Plaintiff shall file with this Court a Satisfaction of Judgment consistent with ORS  
19 18.225.

20 **DECLARATION OF AMOUNT OWED – NOT A MONEY AWARD**

21 1. Judgment Creditor: CAPITAL ONE, N.A., SUCESOR BY MERGER  
22 Address: TO ING BANK, FSB, its successors in interest  
23 and/or assigns  
24 c/o MALCOLM ♦ CISNEROS, A Law Corporation  
25 2112 Business Center Drive, 2nd Floor  
26 Irvine, California 92612  
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**2. Judgment Attorney:** Nathan F. Smith  
**Address:** MALCOLM ♦ CISNEROS, A Law Corporation  
2112 Business Center Drive, 2<sup>nd</sup> Floor  
Irvine, California 92612  
**Telephone Number:** (949) 252-9400

**3. Persons or Public Bodies Entitled to a Portion the Money Award:** N/A

**4. Judgment Amount:** \$1,428,068.93

**5. Pre-Judgment Interest:** Simple interest to accrue on \$1,084,584.76 from December 1, 2016 to the date the General Judgment is entered into the Court's register at 4.000% per annum, \$118.86 per diem.

**6. Post-Judgment Interest:** Simple interest to accrue on \$1,430,151.43 plus Pre-Judgment Interest from the day after the General Judgment is entered to the date upon which the Writ of Execution in Foreclosure is levied at the legal rate of interest or 9% per annum, whichever is greater.

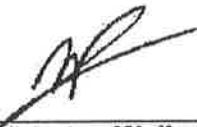
**7. Periodic accrual:** N/A

**8. Attorney's Fees and Costs:** An award of \$2,082.50 in attorney's fees and costs is made for Judgment of Foreclosure

Attorney's Fees	\$1,647.50
Litigation Guarantee	\$50.00
Process Service Cost	\$385.00

Signed: 11/7/2016 09:43 AM

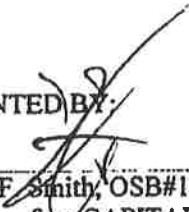
**IT IS SO ORDERED.**



**Circuit Court Judge Wells B. Ashby**


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PRESENTED BY:

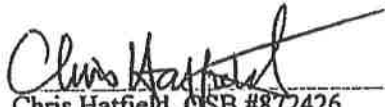
  
Nathan F. Smith, OSB#120112  
Attorney for CAPITAL ONE, N.A.,  
SUCCESSOR BY MERGER TO ING  
BANK, FSB, its successors in interest  
and/or assigns

Stipulated to by:

**APPROVED AND AGREED TO:**  
**FOR CAPITAL ONE, N.A., SUCCESSOR BY MERGER TO ING BANK, FSB, its**  
**successors in interest and/or assigns**  
Accepted this 3<sup>rd</sup> day of November, 2016.

  
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)  
nathan@mclaw.org

**APPROVED AND AGREED TO:**  
**FOR HENRY C. QUEEN AND KAREEN K. QUEEN**  
Accepted this 3 day of November, 2016.

  
Chris Hatfield, OSB #872426  
Hurley RE, Attorneys at Law  
747 SW Mill View Way  
Bend OR 97702  
(541) 317-5505 (TELEPHONE)  
(541) 317-5507 (FAX)  
cdhatfield@hurley-re.com

**CERTIFICATE OF READINESS**

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

Service is not required under UTCR 5.100 because the other party has been found in default or an order of default is being requested with this proposed Order or Judgment; because this Order or Judgment is submitted ex parte as allowed by statute or rule; or this Order or Judgment is being submitted in open court with all parties present.

Each party affected by this Order or Judgment has stipulated to or approved the Order or Judgment, as shown by the signatures on the Order or Judgment.

I have served a copy of this Order or Judgment and written notice of the objection period set out in UTCR 5.100 on all parties entitled to service and:

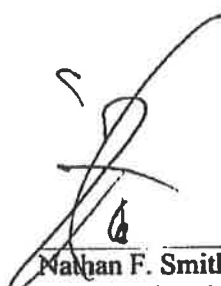
No objections have been served on me within that time frame;

I received objections that I could not resolve with the other party despite reasonable efforts to do so. I have filed with the Court a copy of the objections I received and indicated which objections remain unresolved.

After conferring about objections, the other party agreed to file any remaining objection with the Court.

DATED: 11/3/16

By:



Nathan F. Smith, OSB #120112  
Attorney for Plaintiff  
MALCOLM ♦ CISNEROS, A Law Corporation  
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# EXHIBIT 2

Real property in the County of Deschutes, State of Oregon, described as follows:

A PARCEL OF LAND SITUATE IN A PORTION OF PARCELS 1 AND 2, OF DESCHUTES COUNTY PARTITION PLAT NO. 2005-55, RECORDED JULY 25, 2005 IN CABINET 3, PAGE 162, LOCATED IN THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (N1/2 NW1/4 NE1/4) OF SECTION THIRTY-TWO (32), TOWNSHIP FIFTEEN (15) SOUTH, RANGE ELEVEN (11) EAST OF THE WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" IRON ROD MONUMENTING THE NORTH QUARTER (N1/4) CORNER OF SAID SECTION 32, TOWNSHIP 15 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, THE INITIAL POINT: THENCE SOUTH 00°04'43" EAST ALONG THE WEST LINE OF SAID PARTITION PLAT NO. 2005-55 - 332.44 FEET TO A 1/2" PIPE WITH CAP MARKED "POVEY & ASSOC." (HEREAFTER CALLED CAP); AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°52'56" EAST - 1267.40 FEET TO A 1/2" PIPE WITH CAP ON THE EAST LINE OF SAID PARTITION AND THE WEST RIGHT-OF-WAY OF SUNBURST STREET, BEING 30 FEET FROM THE CENTERLINE OF SAID ROADWAY; THENCE SOUTH 00°10'45" EAST ALONG SAID EAST AND WEST LINES - 332.81 FEET TO A 5/8" IRON ROD ON THE SOUTH LINE OF SAID PARTITION; THENCE NORTH 89°51'57" WEST ALONG SAID SOUTH LINE - 1267.98 FEET TO A 1" PIPE ON THE WEST LINE OF SAID PARTITION THENCE NORTH 00°04'43" WEST ALONG SAID WEST LINE - 332.45 FEET TO THE POINT OF BEGINNING.

NOTE: This legal description was created prior to January 1, 2008.

Tax Parcel Number: 130955