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LINCOLN COUNTY SHERIFF'S OFFICE  
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IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF LINCOLN

WILMINGTON SAVINGS FUND SOCIETY,  
FSB, D/B/A CHRISTIANA TRUST, AS  
TRUSTEE FOR NORMANDY MORTGAGE  
LOAN TRUST, SERIES 2015-1,  
Plaintiff,

Case No. 15CV19724

**WRIT OF EXECUTION**

v.

LINDA K. HAM; KENNETH L. HAM;  
WHALE CROSSINGS, LLC; MORTGAGE  
ELECTRONIC REGISTRATION SYSTEMS,  
INC.; THE VILLAGE AT NORTH POINTE  
CONDOMINIUMS; AURORA LOAN  
SERVICES LLC AND ALL OTHER  
PERSONS OR PARTIES UNKNOWN  
CLAIMING ANY RIGHT, TITLE, LIEN, OR  
INTEREST IN THE REAL PROPERTY  
COMMONLY KNOWN AS 1113 N HWY  
101 UNIT 15, DEPOE BAY, OR 97341,  
Defendant.

TO THE LINCOLN COUNTY SHERIFF:

On March 1, 2018, a General Judgment of Foreclosure and Declaration of Amount Due by Default was entered by the LINCOLN County Circuit Court, foreclosing Plaintiff's Deed of Trust and directing that the property subject to the Deed of Trust be sold to satisfy the unpaid debt due to Plaintiff.

The mailing address for the judgment creditor is: WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, AS TRUSTEE FOR NORMANDY MORTGAGE LOAN TRUST, SERIES 2015-1 c/o Aldridge Pite, LLP, 111 SW Columbia St., Ste. 950, Portland, OR 97201.

The real property to be sold at public auction is commonly known as 1113 N HWY 101

1 UNIT 15, DEPOE BAY, OR 97341 ("Subject Property"), and legally described as:

2 UNIT 15, THE VILLAGE AT NORTH POINTE CONDOMINIUMS STAGE 2, CITY  
3 OF DEPOE BAY, COUNTY OF LINCOLN AND STATE OF OREGON.

4 TOGETHER WITH AN UNDIVIDED INTEREST IN AND TO THE GENERAL AND  
5 LIMITED COMMON ELEMENTS APPERTAINING TO SAID UNIT AS SET FORTH IN  
6 THE DECLARATION OF UNIT OWNERSHIP AND ANY AMENDMENTS THERETO.

7 The total amount due and owing on the Judgment as of March 2, 2018;

8	Judgment:	Principal	\$518,395.49
9			
10	Pre-Judgment:	Interest(4.000%, \$40.32/day)	\$1,653.12 (1/20/18 through 3/1/18)
11		Attorney Fees	\$12,415.00
12		Costs	\$1,343.69
13		Prevailing Party Fee	\$300.00
14	Post-Judgment:	Interest(4.000%, \$40.32/day)	\$40.32 (3/2/18 through 3/2/18)
15		Attorney Fees	\$305.00

16 **TOTAL: \$534,452.62**

17 In the name of the State of Oregon, you are hereby directed to proceed to notice for sale  
18 and sell the Subject Property. After the sale, you are directed to issue a certificate of sale to the  
19 purchaser and file a return on the writ of execution, depositing the sale proceeds with the Court.  
20 Further, you are directed to execute, after the time for redemption has elapsed, a deed to the  
21 holder of the certificate of sale.

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

WILMINGTON SAVINGS FUND SOCIETY,  
FSB, D/B/A CHRISTIANA TRUST, AS  
TRUSTEE FOR NORMANDY MORTGAGE  
LOAN TRUST, SERIES 2015-1,

Plaintiff,

v.

LINDA K. HAM; KENNETH L. HAM;  
WHALE CROSSINGS, LLC; MORTGAGE  
ELECTRONIC REGISTRATION SYSTEMS,  
INC.; THE VILLAGE AT NORTH POINTE  
CONDOMINIUMS; AURORA LOAN  
SERVICES LLC and ALL OTHER  
PERSONS OR PARTIES UNKNOWN  
CLAIMING ANY RIGHT, TITLE, LIEN, OR  
INTEREST IN THE REAL PROPERTY  
COMMONLY KNOWN AS 1113 N HWY  
101 UNIT 15, DEPOE BAY, OR 97341,

Defendants.

Case No. 15CV19724

**GENERAL JUDGMENT OF  
FORECLOSURE AND DECLARATION  
OF AMOUNT DUE BY STIPULATION  
AND DEFAULT**

PURSUANT TO SB368, THIS IS A  
JUDGMENT OF FORECLOSURE AND  
DOES NOT CONSTITUTE A MONEY  
AWARD AGAINST ANY DEFENDANT

Based upon the stipulation of defendant THE VILLAGE AT NORTH POINTE  
CONDOMINIUMS ("Stipulating Defendant"), the Court's Order of Default against defendants  
LINDA K. HAM, KENNETH L. HAM, WHALE CROSSINGS, LLC, MORTGAGE  
ELECTRONIC REGISTRATION SYSTEMS, INC., AURORA LOAN SERVICES LLC and  
ALL OTHER PERSONS OR PARTIES UNKNOWN CLAIMING ANY RIGHT, TITLE, LIEN,  
OR INTEREST IN THE REAL PROPERTY COMMONLY KNOWN AS 1113 N HWY 101  
UNIT 15, DEPOE BAY, OR 97341 ("Defendants"), the records on file herein, and pursuant to

1 the Motion for General Judgment and Declaration of Amount Due by Stipulation and Default by  
2 Plaintiff WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST,  
3 AS TRUSTEE FOR NORMANDY MORTGAGE LOAN TRUST, SERIES 2015-1 ("Plaintiff"),

4 **IT IS HEREBY ADJUDGED:**

5 1. Pursuant to Compromise, Settlement, and Release Agreement between Plaintiff  
6 and Stipulating Defendant, Stipulating Defendant has agreed to vacate its Limited Judgment  
7 upon Summary Judgment regarding its lien superiority and agrees to be bound by this General  
8 Judgment. The Limited Judgment signed August 28, 2017 is VACATED.

9 2. For good consideration Stipulating Defendant has agreed to settle its lien through  
10 Sheriffs sale. Thus, any Sheriffs Sale will convey title clear of any assessment lien of  
11 Stipulating Defendant. After sale Stipulating Defendant shall enjoy its normal and usual lien  
12 priority for post-sale unpaid assessments, if any.

13 3. Plaintiffs security interest in the real property located at 1113 N Hwy 101 Unit  
14 15, Depoe Bay, OR 97341 ("Subject Property"), as evidenced by the Deed of Trust recorded in  
15 the official records of County as instrument number 200400349 ("Deed of Trust"), is therefore a  
16 viable first priority lien, superior to the interests of all the Defendants. All rights, claims,  
17 ownerships, liens, titles and demands of all Defendants are subsequent to Plaintiffs lien as  
18 created by the Note and Deed of Trust.

19 4. The Subject Property is legally described as follows:

20 UNIT 15, THE VILLAGE AT NORTH POINTE CONDOMINIUMS STAGE 2, CITY  
21 OF DEPOE BAY, COUNTY OF LINCOLN AND STATE OF OREGON.

22 TOGETHER WITH AN UNDIVIDED INTEREST IN AND TO THE GENERAL AND  
23 LIMITED COMMON ELEMENTS APPERTAINING TO SAID UNIT AS SET FORTH  
24 IN THE DECLARATION OF UNIT OWNERSHIP AND ANY AMENDMENTS  
25 THERETO.

5. The Deed of Trust is foreclosed and upon entry of this Judgment the court  
administrator shall upon request of the Plaintiff issue a writ of execution for the sale, by the

1 Sheriff, in the manner provided by law;

2 6. Plaintiff has submitted a Declaration of Amount Due and is owed the total amount  
3 due under the Note and Deed of Trust and any future advances and/or fees that may be made or  
4 incurred pursuant to the terms of the Note and Deed of Trust up to the date of the execution sale.  
5 This amount is to be satisfied by sale of the Subject Property as directed under this Judgment;

6 7. Plaintiff is owed reasonable attorney fees plus the remaining flat rate fees for an  
7 uncontested execution on the Judgment, pursuant to the Note and Deed of Trust and ORCP Rule  
8 68(C), which amount may be added to the outstanding obligation due and owing under the Note  
9 and Deed of Trust and recovered from the proceeds of the sheriffs sale. Pursuant to the Deed of  
10 Trust, these fees continue to accrue to the date of the execution sale. This amount to be satisfied  
11 by sale of the Subject Property as directed under this Judgment;

12 8. Plaintiff is owed costs of suit pursuant to the Note and Deed of Trust, ORCP Rule  
13 68(A)(2) and ORS 20.115(4), which may be added to the outstanding obligation due and owing  
14 under the Note and Deed of Trust and recovered from the proceeds of the sheriffs sale. Pursuant  
15 to the Deed of Trust, these costs continue to accrue to the date of the execution sale. This  
16 amount to be satisfied by sale of the Subject Property as directed under this Judgment;

17 9. Plaintiff is owed the prevailing party fee of \$300.00, this amount to be satisfied by  
18 sale of the Subject Property as directed under this Judgment.

19 10. The proceeds of the sale, if any, shall be applied first toward the costs of the sale;  
20 then toward the satisfaction of Plaintiffs Judgment of Foreclosure awarded herein; and the  
21 surplus, if any, to the clerk of the court to be distributed to such party or parties as may establish  
22 their right thereto.

23 11. At Summary Judgment Stipulating Defendant proved its lien priority over  
24 remaining Defendants and upon properly supported declaration retains a right to disburse from  
25 any surplus after payment of Plaintiff's lien and in satisfaction of any amounts remaining unpaid

1 on its pre-foreclosure-sale assessments.

2 12. The Defendants and all persons claiming through or under Defendants, whether  
3 lien claimants, judgment creditors, claimants arising under junior mortgages or deeds of trust,  
4 purchasers, encumbrances or otherwise, shall be barred and foreclosed from all rights, claims,  
5 interest or equity of redemption in the Subject Property and every part of the Subject Property  
6 when the time for redemption has elapsed;

7 13. Plaintiff or any other party to this action may become a purchaser at the  
8 foreclosure sale, and such purchaser shall be immediately let into possession of the subject  
9 property, until redemption of the property, if any. The purchaser at the foreclosure sale or any  
10 successor in interest may apply to this Court for a writ of assistance to gain possession of the  
11 subject property if Defendants or any other party or person refuses to surrender possession;

12 **DECLARATION OF AMOUNT DUE BY DEFAULT**

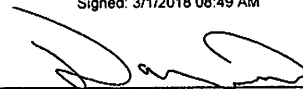
13 **(PURSUANT TO SB 368, THIS IS A JUDGMENT OF FORECLOSURE AND DOES**

14 **NOT CONSTITUTE A MONEY AWARD AGAINST ANY DEFENDANT!**

- 15 1. The amount of the judgment is \$518,395.49.
- 16 2. Simple interest at the variable rate currently at 4.000% (\$40.32 *per diem*) after  
17 January 19, 2018, through the date of judgment.
- 18 3. Attorney fees of \$12,415.00, plus \$305.00, through the date of sale.
- 19 4. Costs of \$1,343.69, plus costs accrued through the date of sale.
- 20 5. Prevailing party fee: \$300.00.

21 **IT IS SO ADJUDGED**

Signed: 3/1/2018 08:49 AM



Circuit Court Judge David V. Cramer

22 Presentment on following page:

23 Page 4 – GENERAL JUDGMENT AND DECLARATION OF AMOUNT DUE BY DEFAULT

1 Presented By:  
2 ALDRIDGE PITIP LLP

3 Date: 2/27/18

4 Shannon K. Caltr  
5 Of Attorneys for Plaintiff

6 Stipulating Defendants:

7 VIAL FOTHERINGHAM, LLP

8 Date 02/27/18

9 Xe&rMackenzie  
10 Of Attorney for Stipulating Defendant  
11 THE VILLAGE AT NORTH POINTE CONDOMINIUMS

12 By signing above the Parties hereby acknowledge the following: (1) that they were provided a  
13 reasonable period of time to review and consider this Stipulated Judgment; (2) that they were  
14 advised to and have sought and received the advice of their attorney prior to signing this  
15 Stipulated Judgment, or had the opportunity to consult with an attorney and chose not to do so;  
16 (3) that they understand that they are waiving legal rights by signing this Stipulated Judgment;  
17 (4) that they have reviewed this Stipulated Judgment, that this Stipulated Judgment is written in a  
18 manner that is understandable to them, and that they indeed understand the entirety of this  
19 Stipulated Judgment and the effect(s) of signing this Stipulated Judgment; and (5) that they sign  
20 this Stipulated Judgment of their own free act and deed, without any coercion or duress, and that  
21 they hereby release the rights and claims set forth above in exchange for the consideration set  
22 forth in this Stipulated Judgment

18 **CERTIFICATE OF READINESS**

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

- 20 1.  Each party affected by this order or judgment has stipulated to the order or judgment,  
21 as shown by each party's signature on the document being submitted.
- 22 2.  Each party affected by this order or judgment has approved the order or judgment, as  
23 shown by each party's signature on the document being submitted or by written  
24 confirmation of approval sent to me.
- 25 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 a party despite reasonable



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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 objecting party] agreed to independently file any remaining objection.

4.  Service is not required pursuant to subsection (3) of this rule, or by statute, rule, or otherwise. (as to defaulting defendants)

5.  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 (5) of this rule.

6.  Other:

ALDRIDGE PITE, LLP



Date: 2/27/18

Shannon K. Calt  
Of Attorneys for Plaintiff