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

QUICKEN LOANS, INC.,

Plaintiff,

v.

SCOTT C. PHARES; CARMON L. PHARES;  
and ALL OTHER PERSONS OR PARTIES  
UNKNOWN CLAIMING ANY RIGHT,  
TITLE, LIEN, OR INTEREST IN THE REAL  
PROPERTY COMMONLY KNOWN AS 650  
CEDAR ST., ELGIN, OR 97827,

Defendants.

Case No. 17CV26824

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

ORCP Rule 69

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

Based upon the Court's Order of Default against defendants SCOTT C. PHARES;  
CARMON L. PHARES; and ALL OTHER PERSONS OR PARTIES UNKNOWN CLAIMING  
ANY RIGHT, TITLE, LIEN, OR INTEREST IN THE REAL PROPERTY COMMONLY  
KNOWN AS 650 CEDAR ST., ELGIN, OR 97827, the records on file herein, and pursuant to  
the Motion for General Judgment and Declaration of Amount Due by Default by Plaintiff  
QUICKEN LOANS, INC. ("Plaintiff"),

**IT IS HEREBY ADJUDGED:**

1. Plaintiff's security interest in the real property located at 650 Cedar St, Elgin, OR  
97827 ("Subject Property"), as evidenced by the Deed of Trust recorded January 11, 2013 in the  
official records of Union County as instrument number 20130137 ("Deed of Trust"), is a viable  
first priority lien, superior to the interests of all the Defendants. All rights, claims, ownerships,  
liens, titles and demands of all Defendants are subsequent to Plaintiff's lien as created by the

1 Note and Deed of Trust. The Subject Property is legally described as follows:

2 IN TOWNSHIP 1 NORTH, RANGE 39 EAST OF THE WILLAMETTE MERIDIAN,  
3 UNION COUNTY, OREGON: SECTION 15: A PARCEL OF LAND IN THE EAST  
4 HALF OF THE SOUTHEAST QUARTER DESCRIBED AS FOLLOWS:

5 BEGINNING AT A POINT 60 FEET SOUTH AND 80 FEET WEST OF THE  
6 SOUTHEAST CORNER OF BLOCK 7 IN STEVENSON'S ADDITION TO ELGIN,  
7 UNION COUNTY, OREGON, ACCORDING TO THE RECORDED PLAT OF SAID  
8 ADDITION; THENCE, SOUTH 264 FEET; THENCE, WEST 80 FEET; THENCE,  
9 NORTH 264 FEET; THENCE, EAST 80 FEET TO THE POINT OF BEGINNING.

10 ALSO, BEGINNING AT A POINT 324 FEET SOUTH AND 124 FEET WEST OF THE  
11 SOUTHEAST CORNER OF BLOCK 7 IN STEVENSON'S ADDITION TO ELGIN,  
12 UNION COUNTY, OREGON, ACCORDING TO THE RECORDED PLAT THEREOF;  
13 THENCE, WEST 80 FEET; THENCE, SOUTH 120 FEET; THENCE, EAST 80 FEET;  
14 THENCE, NORTH 120 FEET TO THE POINT OF BEGINNING. (O1S3915DD-1300;  
15 REF. #13294)

16 ALSO, BEGINNING AT A POINT 174 FEET SOUTH OF THE SOUTHEAST  
17 CORNER OF BLOCK 7 IN STEVENSON'S ADDITION TO ELGIN, UNION  
18 COUNTY, OREGON, ACCORDING TO THE RECORDED PLAT THEREOF;  
19 THENCE, SOUTH 25 FEET; THENCE, WEST 80 FEET; THENCE, NORTH 25 FEET;  
20 THENCE, EAST 80 FEET TO THE POINT OF BEGINNING. (01N3915DD-1101;  
21 REF. #13292)

22 2. The Deed of Trust is foreclosed and upon entry of this Judgment the court  
23 administrator shall upon request of Plaintiff issue a writ of execution for the sale, by the Sheriff,  
24 in the manner provided by law;

25 3. Plaintiff has submitted a Declaration of Amount Due and is owed the total amount  
26 due under the Note and Deed of Trust and any future advances and/or fees that may be made or

Page 2 – GENERAL JUDGMENT AND DECLARATION OF AMOUNT DUE BY DEFAULT

1 incurred pursuant to the terms of the Note and Deed of Trust up to the date of the execution sale.  
2 This amount is to be satisfied by sale of the Subject Property as directed under this Judgment;

3 4. Plaintiff is owed reasonable attorney fees plus the remaining flat rate fees for an  
4 uncontested execution on the Judgment, pursuant to the Note and Deed of Trust and ORCP Rule  
5 68(C), which amount may be added to the outstanding obligation due and owing under the Note  
6 and Deed of Trust and recovered from the proceeds of the sheriff's sale. Pursuant to the Deed of  
7 Trust, these fees continue to accrue to the date of the execution sale. This amount to be satisfied  
8 by sale of the Subject Property as directed under this Judgment;

9 5. Plaintiff is owed costs of suit pursuant to the Note and Deed of Trust, ORCP Rule  
10 68(A)(2) and ORS 20.115(4), which may be added to the outstanding obligation due and owing  
11 under the Note and Deed of Trust and recovered from the proceeds of the sheriff's sale. Pursuant  
12 to the Deed of Trust, these costs continue to accrue to the date of the execution sale. This  
13 amount to be satisfied by sale of the Subject Property as directed under this Judgment;

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

16 7. The Sheriff shall make a return on the writ of execution to the court administrator  
17 along with the proceeds of the sale, if any. The proceeds of the sale, if any, shall be applied first  
18 toward the costs of the sale; then toward the satisfaction of Plaintiff's Judgment of Foreclosure  
19 awarded herein; and the surplus, if any, to the clerk of the court to be distributed to such party or  
20 parties as may establish their right thereto. The Defendants and all persons claiming through or  
21 under Defendants, whether lien claimants, judgment creditors, claimants arising under junior  
22 mortgages or deeds of trust, purchasers, encumbrances or otherwise, shall be barred and  
23 foreclosed from all rights, claims, interest or equity of redemption in the Subject Property and  
24 every part of the Subject Property when the time for redemption has elapsed;

25 8. Plaintiff or any other party to this action may become a purchaser at the  
26 foreclosure sale, and such purchaser shall be immediately let into possession of the subject

1 property, until redemption of the property, if any. The purchaser at the foreclosure sale or any  
2 successor in interest may apply to this Court for a writ of assistance to gain possession of the  
3 subject property if Defendants or any other party or person refuses to surrender possession;

4 DECLARATION OF AMOUNT DUE BY DEFAULT

5 (PURSUANT TO SB 368, THIS IS A JUDGMENT OF FORECLOSURE AND DOES NOT  
6 CONSTITUTE A MONEY AWARD AGAINST ANY DEFENDANT)

7 1. The total amount of the unpaid principal balance, interest, and other amounts  
8 owed is \$130,028.81.

9 2. Simple interest at the variable rate currently at 4.375% (\$ 14.35 *per diem*) after  
10 12/11/2017, through the date of judgment.

11 3. Attorney fees of \$3,795.00, plus \$305.00, through the date of sale.

12 4. Costs of \$1,478.13, plus costs accrued through the date of sale.

13 5. Prevailing party fee: \$300.00.

14 6. Post-judgment interest thereafter on the total amounts above, #1-5, at the contract  
15 rate of interest or 9.000% per annum, whichever is greater, through the date of sale.

16 **IT IS SO ADJUDGED**

Signed: 3/15/2018 02:59 PM

17  
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19 Circuit Court Judge Thomas B Powers

20 CERTIFICATE OF READINESS

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

22 1.  Each party affected by this order or judgment has stipulated to the order or judgment,  
23 as shown by each party's signature on the document being submitted.

24 2.  Each party affected by this order or judgment has approved the order or judgment, as  
25 shown by each party's signature on the document being submitted or by written  
26 confirmation of approval sent to me.

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- 1        3.  I have served a copy of this order or judgment on all parties entitled to service and:
  - 2            a.  No objection has been served on me;
  - 3            b.  I received objections that I could not resolve with a party despite reasonable  
4            efforts to do so. I have filed a copy of the objections I received and indicated  
5            which objections remain unresolved.
  - 6            c.  After conferring about objections, [ **role and name of objecting party**]  
7            agreed to independently file any remaining objection.
- 8        4.  Service is not required pursuant to subsection (3) of this rule, or by statute, rule, or  
9        otherwise.
- 10       5.  This is a proposed judgment that includes an award of punitive damages and notice  
11       has been served on the Director of the Crime Victims' Assistance Section as required by  
12       subsection (5) of this rule.
- 13       6.  Other: \_\_\_\_\_

Presented By:  
ALDRIDGE PITE, LLP



Date: 2/21/2018

Katie Riggs (OSB # 095861)  
(858) 750-7600  
(619) 326-2430  
kriggs@aldridgepite.com

111 SW Columbia Street, Suite 950  
Portland, OR 97201

Of Attorneys for Plaintiff

**SERVICELINK, LLC**  
400 CORPORATION DRIVE, ALIQUIPPA, PA 15001  
(714) 247-7000 • (800) 323-0165

## **LIEN REPORT**

ORDER DATE: MAY 26, 2017

PROPERTY ADDRESS: 650 CEDAR ST, ELGIN, OR 97827

ORDER NO.: 170196360  
CUSTOMER NO.: 3310221396

EFFECTIVE DATE: MAY 19, 2017

### **VESTING/INTEREST**

**THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:**

A FEE

#### **VESTING:**

SCOTT C. PHARES AND CARMON L. PHARES, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY  
BY STATUTORY WARRANTY DEED

DATED : JULY 8, 2005  
RECORDED : JULY 12, 2005 UNDER INSTRUMENT NO. 20053655, OF OFFICIAL RECORDS

### **LEGAL DESCRIPTION**

**THE LAND REFERRED TO IN THIS LIEN REPORT IS LOCATED IN THE CITY OF ELGIN, THE COUNTY OF UNION, STATE OF OREGON, AND DESCRIBED AS FOLLOWS:**

SEE EXHIBIT "A"

**EXHIBIT A**

IN TOWNSHIP 1 NORTH, RANGE 39 EAST OF THE WILLAMETTE MERIDIAN

SECTION 15: A PARCEL OF LAND IN THE EAST HALF OF THE SOUTHEAST QUARTER DESCRIBED AS BEGINNING AT A POINT 60 FEET SOUTH AND 80 FEET WEST OF THE SOUTHEAST CORNER OF BLOCK 7 OF STEVENSON'S ADDITION TO ELGIN, UNION COUNTY, OREGON, ACCORDING TO THE RECORDED PLAT OF SAID ADDITION; THENCE SOUTH 264 FEET; THENCE WEST 80 FEET; THENCE NORTH 264 FEET; THENCE EAST 80 FEET TO THE PLACE OF BEGINNING;

ALSO, BEGINNING AT A POINT 324 FEET SOUTH AND 124 FEET WEST OF THE SOUTHEAST CORNER OF BLOCK 7 OF STEVENSON'S ADDITION TO ELGIN, UNION COUNTY, OREGON, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE WEST 80 FEET; THENCE SOUTH 120 FEET; THENCE EAST 80 FEET; THENCE NORTH 120 FEET TO THE POINT OF BEGINNING;

ALSO, BEGINNING AT A POINT 174 FEET SOUTH OF THE SOUTHEAST CORNER OF BLOCK 7 OF STEVENSON'S ADDITION TO ELGIN, UNION COUNTY, OREGON, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE SOUTH 25 FEET; THENCE WEST 80 FEET; THENCE NORTH 25 FEET THENCE EAST 80 FEET TO THE POINT OF BEGINNING.

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THE ABOVE LEGAL DESCRIPTION SHOWN IN THIS PROPERTY REPORT WAS OBTAINED FROM THE LEGAL DESCRIPTION OF THE DEED OF TRUST OR MORTGAGE REFLECTED IN THIS REPORT.

**TAXES**

1. PROPERTY TAXES ARE COLLECTED ANNUALLY:

YEAR	:	2016
AMOUNT BILLED	:	\$2,084.97
AMOUNT PAID	:	\$2,084.97
AMOUNT DUE	:	\$0.00
TAX ACCOUNT NO. / PARCEL NO.	:	01N3915DD 1300

2. PROPERTY TAXES ARE COLLECTED ANNUALLY:

YEAR	:	2016
AMOUNT BILLED	:	\$31.05
AMOUNT PAID	:	\$31.05
AMOUNT DUE	:	\$0.00
TAX ACCOUNT NO. / PARCEL NO.	:	01N3915DD 1101

**DEEDS OF TRUST**

3. A DEED OF TRUST TO SECURE AN INDEBTEDNESS IN THE AMOUNT SHOWN BELOW, AND ANY OTHER OBLIGATIONS SECURED THEREBY

AMOUNT	:	\$127,700.00
DATED	:	DECEMBER 27, 2012
TRUSTOR	:	SCOTT C. PHARES, A MARRIED MAN
TRUSTEE	:	PACIFIC NORTHWEST COMPANY OF OREGON, INC.
BENEFICIARY	:	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., A SEPARATE CORPORATION THAT IS ACTING SOLELY AS A NOMINEE FOR LENDER AND LENDER'S SUCCESSORS AND ASSIGNS
LENDER	:	QUICKEN LOANS INC., MML 5357
RECORDED	:	JANUARY 11, 2013 UNDER INSTRUMENT NO. 20130137, OF OFFICIAL RECORDS

**OTHER LIENS AND JUDGMENTS**

4. NONE FOUND



**CHAIN OF TITLE**

NOTE: THERE ARE NO CONVEYANCES AFFECTING SAID LAND, RECORDED WITHIN TWENTY-FOUR (24) MONTHS OF THE DATE OF THIS REPORT.

**STATUTORY WARRANTY DEED**

GRANTOR: BARBARA J. BEICKEL AND CYNTHIA K. GIBSON, NOT AS TENANTS IN COMMON, BUT WITH THE RIGHT OF SURVIVORSHIP  
GRANTEE: SCOTT C. PHARES AND CARMON L. PHARES, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY  
DATED: JULY 8, 2005  
RECORDED: JULY 12, 2005 UNDER INSTRUMENT NO. 20053655, OF OFFICIAL RECORDS

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**BARGAIN AND SALE DEED**

GRANTOR: HAROLD L. SUTTON AND KATHLEEN E. SUTTON  
GRANTEE: BARBARA J. BEICKEL AND CYNTHIA K. GIBSON, DAUGHTER, NOT AS TENANTS IN COMMON, BUT WITH THE RIGHT OF SURVIVORSHIP  
DATED: OCTOBER 4, 1988  
RECORDED: OCTOBER 4, 1988 UNDER INSTRUMENT NO. 127685, OF OFFICIAL RECORDS

NOTE: WE WERE NOT ABLE TO LOCATE THE DEED FOR THE ADDITIONAL PARCEL.

## Exhibit C – LIABILITY LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT **THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE LIMITS AGREED UPON, WHICH ARE CONTAINED IN THE CUSTOMER AGREEMENT, STATEMENT OF WORK, COMMITMENT OF SERVICES OR ANY OTHER FORM OF AGREEMENT BETWEEN YOU AND THE COMPANY.**

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

ORDER NO: 170196360

REFERENCE NO: 3310221396

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.