

16CV01342



I hereby certify this copy to be a true, full, and exact copy of the original now on file in my office.  
Trial Court Admin

*K. Hubert 1/10/18*

Verified Correct Copy of Original 12/5/2017.

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**CIRCUIT COURT FOR THE STATE OF OREGON  
FOR THE COUNTY OF LINN**

**U.S. BANK NATIONAL ASSOCIATION,**

**CASE NUMBER: 16CV01342**

Plaintiff,

vs.

**Thai Wells; UNKNOWN PARTIES IN  
POSSESSION OR CLAIMING A RIGHT TO  
POSSESSION,**

**WRIT OF EXECUTION IN  
FORECLOSURE**

Defendants.

RECEIVED  
LINN COUNTY  
SHERIFFS OFFICE  
2018 APR 13 PM 3:10

**TO: THE SHERIFF OF LINN COUNTY, OREGON:**

1.

WHEREAS, on June 27, 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 redemption, if applicable), all of the interest which the Defendant had on January 13, 2011, the date of the foreclosed Deed of Trust which was recorded on January 18, 2011, as Instrument No. 2011-00920 in the official records of the Linn Recorder's Office, and/or all of the interest which Defendant had thereafter, in the real property described in the Judgment to satisfy the Judgment as follows:

1	<b><u>Lender's Principal Judgment:</u></b>	
	Unpaid Principal Balance:	\$111,334.92
2	Pre-Judgment Interest from June 1,	
3	2013, to June 16, 2017, the date set	
4	forth in the Judgment at 4.375%, per	
	annum, (\$13.34 per diem):	\$19,683.85
	Lender's Fees and Costs:	\$16,347.87
5	Attorney's Fees and Costs:	\$540.00

6 ***Total Judgment Entered:*** ***\$147,906.64***

7		
8	<b><u>Additional Pre-Judgment Interest:</u></b>	
9	Accrued Interest from June 17, 2017,	
10	the day after the date set forth in the	
11	Judgment through June 27, 2017, the	
	date of entry of the Judgment, at	
	4.375% per annum (\$13.34 per diem):	\$133.40

12 ***Total Judgment Entered Including***  
 13 ***Additional Pre-Judgment Interest:*** ***\$148,040.04***

14 3.

15 Additionally, Plaintiff is entitled to the continued accrual of post-judgment interest at the  
 16 legal rate of interest of 9% per annum, \$36.50 per diem, from June 28, 2017, to the date the real  
 17 property subject to the Judgment is sold by the County Sheriff at its foreclosure auction, plus costs of  
 18 this writ, Sherriff's fees and sale costs, and all other recovered costs pursuant to law.

19 4.

20 The real property subject to this writ of execution is commonly known as 3204 Columbine  
 21 Street, Lebanon, OR 97355 ("Property") and described in Exhibit "1" attached hereto.

22 5.

23 The Judgment Creditor's name and address is:

24 U.S. Bank National Association

25 4801 Frederica Street

26 Owensboro, Kentucky 42301-7441

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

U.S. Bank Trust, National Association  
c/o Malcolm & Cisneros, ALC  
2112 Business Center Drive  
Irvine, CA 92612  
949-252-9400

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.



Signed: 12/5/2017 10:13 AM

*Cynthia Mitchell*

Cynthia Mitchell, Administrative Authority

Submitted by

A handwritten signature in black ink, appearing to be "Nathan F. Smith", is written over a horizontal line.

Dated: November 30, 2017

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"

Verified Correct Copy of Original 12/5/2017

## LEGAL DESCRIPTION

Lot 2, Block 7; EXCEPTING the North 7 feet of even width, FERNVIEW PARK  
ADDITION, in the City of Lebanon, County of Linn, State of Oregon.

I hereby certify this copy to be a true, full, and exact copy of the original now on file in my office.  
Trial Court Admin.

*K. Schubert 8/30/17*



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

U.S. BANK NATIONAL ASSOCIATION,

**CASE NUMBER: 16CV01342**

Plaintiff,

vs.

**GENERAL JUDGMENT OF  
FORECLOSURE AGAINST THAI WELLS**

Thai Wells; UNKNOWN PARTIES IN  
POSSESSION OR CLAIMING A RIGHT TO  
POSSESSION,

Defendants.

1.

THIS MATTER, coming on regularly before the Court, and it appearing from the record herein that Plaintiff, U.S. BANK NATIONAL ASSOCIATION ("Plaintiff"), filed its Complaint for Judicial Foreclosure; that Defendant Thai Wells ("Defendant") was duly served with the Summons and Complaint as required by law; that Defendant failed to appear, that the ORDER OF DEFAULT has been entered against Defendant 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 3204 Columbine Street, Lebanon, OR 97355 ("Property") and extinguishing any and all interest of the Defendant in the Property.

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2.

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

3.

Plaintiff is the holder of that certain promissory note (“Note”), dated January 13, 2011, in the amount of \$115,983.00, and executed by Thai Wells.

4.

The Note is secured by that certain deed of trust (“Deed of Trust”) executed on or about January 13, 2011, by Thai Wells. The Deed of Trust was recorded on January 18, 2011, under the recording number 2011-00920 of the Official Records of Linn County, Oregon, against the Property, which is legally described in Exhibit “1” attached hereto (“Property”) and constitutes a valid lien against the Property.

5.

Thai Wells failed to comply with the terms of the Note and Deed of Trust by failing to make the payments required by the terms of the Note and Deed of Trust. Pursuant to the terms of the Note and Deed of Trust, Plaintiff declared all sums due and owing under the Note and Deed of Trust immediately due and payable.

6.

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

7.

A judgment of foreclosure in the amount of \$147,906.64 shall be granted in favor of Plaintiff, and its successors and/or assigns, as further described below in the Declaration of Amount Owed – Not a Money Award (“Amount Owed”).

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8.

The Property is hereby ordered to be sold by law and the proceeds of sale applied toward the satisfaction of Plaintiff's Amount Owed 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.

9.

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

10.

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

11.

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

12.

Defendant Thai Wells is not entitled to a homestead exemption in the Property.

13.

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

14.

The purchaser of the Property at the Sheriff's Sale is entitled to exclusive and immediate possession of the Property from and after the date of the sale, and is entitled to such remedies as are available at law to secure possession of the Property, and may apply to the Clerk of the Court for a



1 writ of assistance, if Defendant, or any other party or person shall refuse to surrender possession of  
2 the Property to the purchaser immediately on the purchaser's demand for possession.

3 15.

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

7 16.

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

10 17.

11 This suit does not constitute an attempt to collect the debt against Defendant Thai Wells.  
12 Rather, it is a suit to execute upon the Property as security for the Amount Owed.

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

14 **1. Judgment Creditor:**

U.S. BANK NATIONAL ASSOCIATION

15 Address:

c/o MALCOLM ♦ CISNEROS,

16 A Law Corporation

17 2112 Business Center Drive, 2<sup>nd</sup> Floor

18 Irvine, California 92612

19 **Judgment Attorney:**

Douglas A. Kincaid

20 Address:

MALCOLM ♦ CISNEROS, A Law Corporation

21 2112 Business Center Drive, 2<sup>nd</sup> Floor

22 Irvine, California 92612

23 Telephone Number:

(949) 252-9400

24 **2. Persons or Public Bodies Entitled to**

25 **a Portion the Judgment:**

N/A

26 **3. Judgment Amount (exclusive of future**

27 **interest, attorney fees and costs):**

\$147,366.64



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

An award of \$540.00 in attorney's fees and costs  
is made.

Signed: 8/27/2017 11:42 AM

  
Circuit Court Judge, Carol R. Bispham

Submitted by:



Dated: June 23, 2017

- Nathan F. Smith, OSB #120112
- Douglas A. Kincaid, OSB #121032  
Attorneys for Plaintiff  
MALCOLM ♦ CISNEROS, ALC  
2112 Business Center Drive  
Irvine, California 92612  
Phone: (949) 252-9400  
Fax: (949) 252-1032  
Email: [nathan@mclaw.org](mailto:nathan@mclaw.org)  
[dkincaid@mclaw.org](mailto:dkincaid@mclaw.org)

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# Exhibit “1”

## LEGAL DESCRIPTION

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Lot 2, Block 7; EXCEPTING the North 7 feet of even width, FERNVIEW PARK  
ADDITION, in the City of Lebanon, County of Linn, State of Oregon.