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

BAYVIEW LOAN SERVICING, LLC,

Plaintiff,

vs.

CASE NUMBER: 17CV01264

WRIT OF EXECUTION IN FORECLOSURE

RENATO TAVARES, an individual; YISEL TAVARES, an individual; UNITED GUARANTY RESIDENTIAL INSURANCE COMPANY OF NORTH CAROLINA, ITS SUCCESSORS AND/OR ASSIGNS, a corporation; 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 MARION COUNTY, OREGON:

1.

WHEREAS, on June 14, 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

1 redemption, if applicable), all of the interest which the Defendants RENATO TAVARES, YISEL
2 TAVARES, and UNITED GUARANTY RESIDENTIAL INSURANCE COMPANY OF NORTH
3 CAROLINA, ITS SUCCESSORS AND/OR ASSIGNS ("Defendants") had on November 29, 2006,
4 the date of the foreclosed Deed of Trust which was recorded on December 5, 2006, as Instrument
5 No. Reel 2742, Page 458 in the official records of the Marion County Recorder's Office, and/or all
6 of the interest which Defendants had thereafter, in the real property described in the Judgment to
7 satisfy the Judgment as follows:

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

Unpaid Principal Balance:	\$165,886.19
Pre-Judgment Interest from October 1, 2013 to April 20, 2017, the date set forth in the Judgment at 5.00%, per annum, (\$16.40 per diem):	\$21,258.19
Lender's Fees and Costs:	\$15,076.16
Attorney's Fees and Costs:	\$3,764.00

14 ***Total Judgment Entered:*** ***\$205,984.54***

15
16 **Additional Pre-Judgment Interest:**

Accrued Interest from April 21, 2017, the day after the date set forth in the Judgment through June 14, 2017, the date of entry of the Judgment, at 5.00%, per annum (\$16.40 per diem):	\$885.60
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20 ***Total Judgment Entered Including***
21 ***Additional Pre-Judgment***
22 ***Interest:*** ***\$206,870.14***

3.

23 Additionally, Plaintiff is entitled to the accrual of post-judgment interest on ***\$206,870.14*** at
24 the legal rate of interest of 9% per annum, \$51.00 per diem, from June 15, 2017 to the date the real
25 property subject to the Judgment is sold by the County Sheriff at its foreclosure auction, plus costs of
26 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 390 22nd Street

1 NE, Salem, OR 97301 ("Property") and described in Exhibit "1" attached hereto.

2 5.

3 The Judgment Creditor's name and address is:

4 Bayview Loan Servicing, LLC
5 4425 Ponce De Leon Blvd., 4th Floor
6 Coral Gables, Florida 33146-1837

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

8 Bayview Loan Servicing, LLC
9 c/o Malcolm & Cisneros, ALC (Attention: Nathan F. Smith)
10 2112 Business Center Drive
11 Irvine, CA 92612
12 949-252-9400

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

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

Signed: 8/31/2017 03:10 PM

18 
19 _____
20 Court Clerk



21 Submitted by:

22 

23 Dated: 7/26/17

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

EXHIBIT 1

Legal Description

LOT 1, BLOCK 1, FISCHER HOMES SUBDIVISION, IN THE CITY OF SALEM, COUNTY OF MARION
AND STATE OF OREGON.

PLAT OF RECORD
County of Marion
The foregoing copy has been compared
and is certified to be a full, true and
correct copy of the original in the
office and in my custody
in testimony whereof, I have hereunto set
my hand and affixed the seal of the
Court this _____ day of _____
19____
CLERK OF COURT
THOMAS A. WHEAT



REEL: 3997

PAGE: 120

September 27, 2017, 01:55 pm.

CONTROL #: 477393

State of Oregon
County of Marion

I hereby certify that the attached instrument was received and duly recorded by me in Marion County records:

FEE: \$ 46.00

BILL BURGESS
COUNTY CLERK

THIS IS NOT AN INVOICE.

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

BAYVIEW LOAN SERVICING, LLC,

CASE NUMBER: 17CV01264

Plaintiff,

vs.

**GENERAL JUDGMENT OF
FORECLOSURE AGAINST:**

**RENATO TAVARES, an individual; YISEL
TAVARES, an individual; UNITED
GUARANTY RESIDENTIAL INSURANCE
COMPANY OF NORTH CAROLINA, ITS
SUCCESSORS AND/OR ASSIGNS, a
corporation; 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) RENATO TAVARES
(2) YISEL TAVARES
(3) UNITED GUARANTY RESIDENTIAL
INSURANCE COMPANY OF NORTH
CAROLINA, ITS SUCCESSORS AND/OR
ASSIGNS**

Defendants.

1.

**THIS MATTER, coming on regularly before the Court, and it appearing from the record
herein that Plaintiff, Bayview Loan Servicing, LLC ("Plaintiff"), filed its Complaint for Foreclosure**

1 of Deed of Trust; that Defendants RENATO TAVARES, YISEL TAVARES, and UNITED
2 GUARANTY RESIDENTIAL INSURANCE COMPANY OF NORTH CAROLINA, ITS
3 SUCCESSORS AND/OR ASSIGNS ("Defendants") were duly served with the Summons and
4 Complaint as required by law; that Defendants failed to appear, that an order of defaults has been
5 entered against them on Plaintiff's Complaint, and that Plaintiff is entitled to entry of a General
6 Judgment foreclosing Plaintiff's deed of trust against the property commonly known as 390 22ND
7 STREET NE, SALEM, OREGON 97301 ("Property") and extinguishing any and all interest of the
8 Defendants in the Property.

9 2.

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

12 3.

13 Plaintiff is the holder of that certain promissory note ("Note"), dated November 29, 2006, in
14 the amount of \$165,000.00, and executed by RENATO TAVARES and YISEL TAVARES.

15 4.

16 The Note is secured by that certain deed of trust ("Deed of Trust") dated November 29, 2006
17 and executed by RENATO TAVARES and YISEL TAVARES. The Deed of Trust was recorded on
18 December 5, 2006 under the recording number Reel 2742, Page 458 of the Official Records of
19 Marion County, Oregon, against the Property, which is legally described in Exhibit "1" attached
20 hereto. ("Property") and constitutes a valid lien against the Property.

21 5.

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

24 6.

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

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7.

A judgment of foreclosure in the amount of \$205,984.54 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”).

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.

Defendants 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.

Defendants RENATO TAVARES and YISEL TAVARES are 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.

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

15.

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

16.

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

17.

This suit does not constitute an attempt to collect the debt against Defendants RENATO TAVARES and YISEL TAVARES. Rather, it is a suit to execute upon the Property as security for the Amount Owed.

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

18.

Under the terms of the Deed of Trust and the Note dated November 29, 2006, in the original principal amount of \$165,886.19, there is now due and owing the following amounts, to be hereinafter described as the Amount Due:

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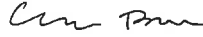
6. Periodic accrual:

N/A

7. Attorney's Fees and Costs:

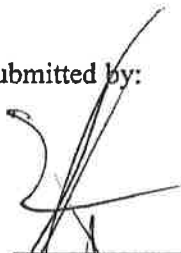
An award of \$3,764.00 in attorney's fees and costs is made.

Signed: 6/14/2017 11:19 AM



Circuit Court Judge Claudia M. Burton

Submitted by:



Dated:

5/22/17

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

Legal Description

LOT 1, BLOCK 1, FISCHER HOMES SUBDIVISION, IN THE CITY OF SALEM, COUNTY OF MARION
AND STATE OF OREGON.

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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: 05/22/17

By: /s/ Nathan F. Smith
 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)

