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

JOHN BATZER, TRUSTEE OF THE  
CHINOOK TRUST,

Plaintiff,

vs.

PERMANENT I LLC, an Oregon limited  
liability company, and BENNER STANGE  
ASSOCIATES ARCHITECTS, INC., an  
Oregon corporation,

Defendants.

Case No. 17CV20789

**WRIT OF EXECUTION IN FORECLOSURE**

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

WHEREAS, on the 10<sup>th</sup> day of July, 2017, in the above-entitled Court, a General Judgment (By Default) for foreclosure of real property was rendered in the above-entitled suit, which judgment was enrolled and docketed in the Clerk's office in said Court in said County on the 10th day of July, 2017;

The physical address of the real property is 5635 Ridge Drive NE, Salem, OR 97303;

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 execution (subject to redemption) all of the interest which Defendants Permanent I LLC, an Oregon limited liability company and Benner Stange Associates Architects, Inc., an Oregon corporation, had on or after March 20, 2015, in the real property described in the judgment, to satisfy the following:

- 1. Principal Amount of Judgment: \$537,029.13
- 2. Cost of examining title: \$1,338.00
- 3. Attorneys' Fees: \$1,350.00
- 4. Costs and disbursements: \$982.00

1           5.       Pre-judgment interest at the rate of 15.45% on item 1 above from February 23,  
2           2016 until the date of entry of judgment.

3           6.       Post-judgment interest at the rate of 15.45% on items 1, 2, 3, 4, and 5 above from  
4           February 23, 2016 until the date of entry of judgment.

5           The mailing address of judgment creditor is John Batzer, Trustee of the Chinook Trust,  
6           P.O. Box 970, Medford, OR 97501 and judgment creditor's attorney is Hornecker Cowling LLP,  
7           Joseph E. Kellerman, 14 N. Central Ave., Suite 104, Medford, OR 97501.

Signed: 8/8/2017 04:43 PM

  
\_\_\_\_\_  
J. Tolman, Court Clerk



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9  
10       Submitted by:

11       JOSEPH E. KELLERMAN, OSB No. 921997  
12       Of Attorneys for Plaintiff  
13       [jek@roguelaw.com](mailto:jek@roguelaw.com)

1 IN THE CIRCUIT COURT OF THE STATE OF OREGON

2 IN AND FOR THE COUNTY OF MARION

3 JOHN BATZER, TRUSTEE OF THE  
4 CHINOOK TRUST,

Case No. 17CV20789

5 Plaintiff,

**GENERAL JUDGMENT (BY DEFAULT)**

6 vs.

7 PERMANENT I LLC, an Oregon limited  
8 liability company, and BENNER STANGE  
ASSOCIATES ARCHITECTS, INC., an  
Oregon corporation,

9 Defendants.

10  
11 THIS MATTER having come before the Court on Plaintiff's motion for order of default  
12 judgment and against Defendants; and

13 IT APPEARING from the records and files herein that Defendants were served with  
14 summons and complaint and Defendants have failed to answer or otherwise appear within the time  
15 allowed by law; and

16  
17 IT FURTHER APPEARING that Defendant Permanent I LLC is an Oregon limited  
18 liability company and Defendant Benner Stange Associates Architects, Inc. is a corporation and  
19 were not in the military service of the United States nor of the State of Oregon; a minor or  
20 incapacitated or protected person as defined in ORS 125.005; and

21 The Court being fully advised in the premises and good cause therefore appearing;

22 NOW, THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED that the default of  
23 Defendants be and the same hereby is entered of record.

24 BE IT FURTHER ORDERED AND ADJUDGED that general judgment in favor of  
25 Plaintiff and against Defendants as detailed below is hereby entered:  
26

1 I. That money award in favor of Plaintiff and against Defendants Permanent I LLC  
2 and Benner Stange Associates Architects, Inc. (no money award against Benner Stange Associates  
3 Architects, Inc.) is hereby entered consistent with the money award set forth below.

4 II. That the Trust Deed executed and delivered by Defendant Permanent I LLC to  
5 Plaintiff, which Trust Deed was recorded on March 20, 2015 in the Official Records of Marion  
6 County, Oregon as Instrument Number Reel 3682 Page 49, is a first and paramount lien on the  
7 real property legally described as:

8 Property covered by the Trust Deed:

9 A tract of land located in Section 36, Township 6 South, Range 3  
10 West, of the Willamette Meridian in the City of Keizer, County of  
11 Marion and State of Oregon, and being more particularly described as  
12 follows:

13 The South 70 feet of the following tract:

14 Beginning at a point in the center of the county road, which is the  
15 Northeast corner of the tract of land conveyed to Noah Carter and  
16 Viola Carter, husband and wife, by deed dated April 24, 1946, and  
17 recorded April 25, 1946, in Volume 344, Page 594, Deed Records for  
18 Marion County, Oregon; running thence Northerly along the center  
19 line of said county road, 167.00 feet to an iron pipe; thence Westerly  
20 parallel with the North line of said Carter tract 290.40 feet to an iron  
21 pipe; thence Southerly parallel with the center line of said county  
22 road, 167.00 feet to an iron pipe which is the Northwest corner of said  
23 Carter tract; thence Easterly along the North line of said Carter tract  
24 290.40 feet to the place of beginning.

25 and that said Trust Deed was given to secure the payment of the Note and to secure the  
26 performance of the obligations and covenants of Defendant Permanent in the Note and Trust  
Deed, and is hereby foreclosed in said Marion County, Oregon.

Defendants and each of them and all parties claiming through or under them either as  
purchasers, encumbrancers, or otherwise, are hereby forever barred and foreclosed of all interest,  
lien, or claim in the real property described above or any portion thereof, excepting only any  
statutory right of redemption provided by law to such Defendants.

1 The real property described above is hereby ordered to be sold by the Sheriff of Marion  
2 County, Oregon in the manner prescribed by law. The proceeds of any such sale shall be applied  
3 first towards the cost of sale; then towards the satisfaction of Plaintiff's Money Award entered  
4 herein; and the surplus, if any, to the clerk of the court to be held by said clerk and distributed to  
5 whomsoever shall establish their entitlement thereto.

6 Plaintiff or any other party to this suit may become the purchaser at the Sheriff's sale of  
7 the real property described above. Whoever may be said purchaser at the foreclosure sale shall be  
8 entitled to and placed in immediate possession of the real property described above and the  
9 purchaser shall be entitled to such remedies as are available at law or in equity to secure such  
10 possession, including a writ of assistance, if Defendants or any other person or party who refuse to  
11 immediately surrender possession to the purchaser.

12 That the Sheriff of Marion County, Oregon issue a Sheriff's Deed for the real property to  
13 the purchaser upon expiration of the redemption periods.

14 Execution may also issue in favor of Plaintiff to enforce any deficiency of said judgment  
15 against Defendants Permanent I LLC and Benner Stange Associates Architects, Inc. remaining  
16 after such sale.

17 **MONEY JUDGMENT**

- 18 1. Judgment Creditor:  
19 John Batzer, Trustee of the Chinook Trust  
20 P.O. Box 970  
21 Medford, OR 97501
- 22 2. Judgment Creditor's Attorney:  
23 Hornecker Cowling LLP  
24 Joseph E. Kellerman, OSB No. 921997  
25 14 N. Central Ave., Suite 104  
26 Medford, OR 97501

24 ///  
25 ///

1 3. Judgment Debtor(s):

2 PERMANENT I LLC  
3 c/o Hornecker Cowling LLP  
4 14 N. Central Ave., Suite 104  
5 Medford, OR 97501

6 BENNER STANGE ASSOCIATES ARCHITECTS, INC.  
7 5200 SW Meadows Road #B-130  
8 Lake Oswego, OR 97035

9 4. Judgment Debtor(s) Attorney:

10 For Benner Stange Associates Architects, Inc.:  
11 Scott C. Wyse  
12 Wyse Kadis LLP  
13 900 S.W. Fifth Avenue, Suite 2000  
14 Portland, OR 97204

15 5. Principal Amount of Judgment: \$537,029.13

16 6. Cost of examining title: \$1,338.00

17 7. Attorneys' Fees: \$1,350.00

18 8. Costs and disbursements: \$982.00

19 9. Judgment Creditor is owed pre-judgment interest at the rate of 15.45% on item 5  
20 above from February 23, 2016 until the date of entry of judgment.

21 10. Judgment Creditor is owed post-judgment interest at the rate of 15.45% on items 5,  
22 6, 7, 8, and 9 above from February 23, 2016 until the date of entry of judgment.

23 11. Judgment Creditor reserves the right to seek additional fees and costs as is  
24 necessary in order to secure payment of the outstanding obligations and the court retains  
25 jurisdiction for such purpose.

26 Signed: 7/10/2017 01:25 PM



Submitted by:

Joseph E. Kellerman, OSB No. 921997  
HORNECKER COWLING LLP  
Of Attorneys for Plaintiff

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CERTIFICATE OF COMPLIANCE WITH UTCR 5.100

The reason that this judgment is ready for judicial signature by the Court is because service is not required pursuant to subsection UTCR 5.100(3) of this rule or by statute, rule, or otherwise.

DATED this 27<sup>th</sup> day of June, 2017.

HORNECKER COWLING LLP



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JOSEPH E. KELLERMAN, OSB No. 921997  
Of Attorneys for Plaintiff  
Fax 541-779-2982 | jek@roguelaw.com