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

US BANK NA,

Plaintiff,

vs.

BETTY WINTERHAWK, an individual; 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.

**CASE NUMBER: 17CV26968**

**WRIT OF EXECUTION IN FORECLOSURE**

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

1.

WHEREAS, on October 17, 2017, in the above-entitled Court, a General Judgment of  
Foreclosure ("Judgment") was entered and docketed in the above-entitled and numbered proceeding

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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 BETTY WINTERHAWK ("Defendant") had on October 25, 2012, the date of the foreclosed Deed of Trust which was recorded on November 5, 2012, as Instrument No. 201234039817 in the official records of the Marion County 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:

**Lender's Principal Judgment:**

Unpaid Principal Balance:	\$101,661.97
Pre-Judgment Interest from January 17, 2014 to September 29, 2017, the date set forth in the Judgment at 7.50%, per annum, (\$20.89 per diem):	\$31,730.93
Lender's Fees and Costs:	\$7,556.54
Attorney's Fees and Costs:	\$1,982.00
<b>Total Judgment Entered:</b>	<b>\$142,931.44</b>

**Additional Pre-Judgment Interest:**

Accrued Interest from September 30, 2017, the day after the date set forth in the Judgment through October 17, 2017, the date of entry of the Judgment, at 7.50%, per annum (\$20.89 per diem):	\$355.13
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------

1 **Total Judgment Entered Including**

2 **Additional Pre-Judgment**

3 **Interest:** **\$143,286.57**

4 3.

5 Additionally, Plaintiff is entitled to the accrual of post-judgment interest on **\$143,286.57** at  
6 the legal rate of interest of 9% per annum, \$35.33 per diem, from October 18, 2017 to the date the  
7 real property subject to the Judgment is sold by the County Sheriff at its foreclosure auction, plus  
8 costs of this Writ, Sherriff's fees and sale costs, and all other recovered costs pursuant to law.

9 4.

10 The real property subject to this writ of execution is commonly known as 1526 GRANITE  
11 ST, WOODBURN, OR 97071 ("Property") and described in Exhibit "1" attached hereto.

12 5.

13 The Judgment Creditor's name and address is:

14 US Bank NA  
15 4801 Frederica Street  
16 Owensboro, Kentucky 42301-7441

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

18 US Bank NA  
19 c/o Malcolm & Cisneros, ALC (Attention: Nathan F. Smith)  
20 2112 Business Center Drive  
21 Irvine, CA 92612  
22 949-252-9400

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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: 11/8/2017 09:59 AM

  
Court Clerk



Submitted by:



Dated: 10/30/17

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

Lot 21, Woodburn Crest Estates, a replat of a portion of Lot 13, Woodburn Crest, in the City of Woodburn, Marion County, Oregon.

PLAT OF LOT 21, WOODBURN CREST ESTATES, A REPLAT OF A PORTION OF LOT 13, WOODBURN CREST, IN THE CITY OF WOODBURN, MARION COUNTY, OREGON.

APPROVED FOR RECORDATION BY THE CLERK OF THE SUPERIOR COURT OF MARION COUNTY, OREGON, ON THIS 15th DAY OF MAY, 2007.

\_\_\_\_\_  
CLERK OF THE SUPERIOR COURT

15



# EXHIBIT 1

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**REEL: 4019**

**PAGE: 192**

**November 28, 2017, 01:38 pm.**

CONTROL #: 485420

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: \$ 51.00

BILL BURGESS  
COUNTY CLERK

THIS IS NOT AN INVOICE.

**RECORDING COVER SHEET (Please Print or Type)**

This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, ORS 205.234, and does NOT affect the instrument.

*THIS SPACE RESERVED FOR USE BY  
THE COUNTY RECORDING OFFICE*

**AFTER RECORDING RETURN TO:**

ABC Legal Services

310 SW 4th Ave

Ste 440

Portland, OR 97204

**1) TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a)**

General Judgment of Foreclosure

**2) DIRECT PARTY / GRANTOR(S) ORS 205.125(1)(b) and 205.160**

US Bank NA

**3) INDIRECT PARTY / GRANTEE(S) ORS 205.125(1)(a) and 205.160**

Betty Winterhawk; and all other persons, parties, or occupants unknown

**4) TRUE AND ACTUAL CONSIDERATION**

ORS 93.030(5) – Amount in dollars or other

\$ \_\_\_\_\_  Other

**5) SEND TAX STATEMENTS TO:**

**6) SATISFACTION of ORDER or WARRANT**

ORS 205.125(1)(e)

CHECK ONE:  FULL  
(If applicable)  PARTIAL

**7) The amount of the monetary obligation imposed by the order or warrant. ORS 205.125(1)(c)**

\$ \_\_\_\_\_

**8) If this instrument is being Re-Recorded, complete the following statement, in accordance with ORS 205.244: "RERECORDED AT THE REQUEST OF \_\_\_\_\_ TO CORRECT \_\_\_\_\_"**

PREVIOUSLY RECORDED IN BOOK \_\_\_\_\_ AND PAGE \_\_\_\_\_, OR AS FEE NUMBER \_\_\_\_\_."



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

US BANK NA,

Plaintiff,

vs.

BETTY WINTERHAWK, an individual; 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.

**CASE NUMBER: 17CV26968**

**GENERAL JUDGMENT OF  
FORECLOSURE AGAINST:**

- BETTY WINTERHAWK**

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1.

THIS MATTER, coming on regularly before the Court, and it appearing from the record herein that Plaintiff, US Bank NA ("Plaintiff"), filed its Complaint for Foreclosure of Deed of Trust; that Defendant BETTY WINTERHAWK ("Defendant") were duly served with the Summons and Complaint as required by law; that Defendant failed to appear, that an order of default has been entered against her 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 1526 GRANITE ST, WOODBURN, OR 97071 ("Property") and extinguishing any and all interest of the Defendant in the Property.

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 October 25, 2012, in the amount of \$102,480.00, and executed by BETTY WINTERHAWK.

4.

The Note is secured by that certain deed of trust ("Deed of Trust") dated October 25, 2012 and executed by BETTY WINTERHAWK. The Deed of Trust was recorded on November 5, 2012 under the recording number 201234039817 of the Official Records of Marion County, Oregon, against the Property, which is legally described as: See Exhibit "1" attached hereto. ("Property") and constitutes a valid lien against the Property.

5.

The terms of the Note and Deed of Trust are in breach, therefore, Plaintiff has now declared all sums due and owing under the Note and Deed of Trust as 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 Defendants and any other party in the Property, which are hereby foreclosed and terminated, excepting only any statutory right of redemption to which the Defendants

1 may be entitled under Oregon law.

7.

2  
3 A judgment of foreclosure in the amount of \$142,931.44 shall be granted in favor of Plaintiff,  
4 and its successors and/or assigns, as further described below in the Declaration of Amount Owed –  
5 Not a Money Award (“Amount Owed”).

8.

6  
7 The Property is hereby ordered to be sold by law and the proceeds of sale applied toward the  
8 satisfaction of Plaintiff's Amount Owed herein; and the surplus, if any to the Clerk of the Court to be  
9 disbursed to such party or parties as may establish their right thereto.

9.

10  
11 Plaintiff is entitled to recover its reasonable attorney's fees and all reasonable and necessary  
12 costs and expenses incurred to enforcing the Note and Deed of Trust.

10.

13  
14 Any increased interest or any such additional amounts as Plaintiff may advance for taxes,  
15 assessments, municipal charges, and such other items as may constitute liens on the Property,  
16 together with insurance and repairs necessary to prevent the impairment of the Property, together  
17 with interest thereon from the date of payment may also be added to the Amount Owed and paid  
18 from the proceeds from the sale of the Property.

11.

19  
20 Defendant and all parties claiming an interest in the Property as purchasers, encumbrancers,  
21 or otherwise, are forever barred and foreclosed of all interests, liens, or claims in the Property and  
22 every portion thereof, excepting only any statutory right of redemption provided by the laws of the  
23 State of Oregon.

12.

24  
25 Defendant BETTY WINTERHAWK is not entitled to a homestead exemption in the  
26 Property.

13.

27  
28 Plaintiff may become purchaser at the Sheriff's Sale of the Property and may bid up to the

1 aggregate amount of its Amount Owed, plus any additional interest and reasonable costs until sale.

2 14.

3 The purchaser of the Property at the Sheriff's Sale is entitled to exclusive and immediate  
4 possession of the Property from and after the date of the sale, and is entitled to such remedies as are  
5 available at law to secure possession of the Property, and may apply to the Clerk of the Court for a  
6 writ of assistance, if Defendant, any of them, or any other party or person shall refuse to surrender  
7 possession of the Property to the purchaser immediately on the purchaser's demand for possession.

8 15.

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

12 16.

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

15 17.

16 This suit does not constitute an attempt to collect the debt against Defendant BETTY  
17 WINTERHAWK. Rather, it is a suit to execute upon the Property as security for the Amount Owed.

18 **DECLARATION OF DEBT SECURED BY DEED OF TRUST**

19 **(Pursuant to Senate Bill 368)**

20 18.

21 Under the terms of the Deed of Trust and the Note dated October 25, 2012, in the original  
22 principal amount of \$102,480.38, there is now due and owing the following amounts, to be  
23 hereinafter described as the Amount Due:

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

- 1  
2 **1. Judgment Creditor:** US Bank NA  
3 Address: c/o MALCOLM ♦ CISNEROS,  
4 A Law Corporation  
5 2112 Business Center Drive, 2<sup>nd</sup> Floor  
6 Irvine, California 92612  
7 **Judgment Attorney:** Nathan F. Smith  
8 Address: MALCOLM ♦ CISNEROS, A Law Corporation  
9 2112 Business Center Drive, 2<sup>nd</sup> Floor  
10 Irvine, California 92612  
11 Telephone Number: (949) 252-9400  
12 **2. Persons or Public Bodies Entitled to**  
13 **a Portion the Judgment:** N/A  
14 **3. Judgment Amount:** \$140,949.44  
15 **4. Pre-Judgment Interest:** Simple interest to accrue on \$101,661.97 from  
16 September 30, 2017 to the date the Judgment is  
17 entered into the Court's register at @ 7.5% per  
18 annum, \$20.89 per diem.  
19 **5. Post-Judgment Interest:** Simple interest to accrue on \$142,931.44 plus  
20 Pre-Judgment Interest from the day after the  
21 General Judgment is entered to the date upon  
22 which the Writ of Execution in Foreclosure is  
23 levied at the legal rate of interest or 9% per  
24 annum, whichever is greater.  
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6. Periodic accrual:

N/A

7. Attorney's Fees and Costs:

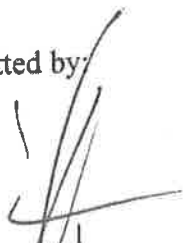
An award of \$1,982.00 in attorney's fees and costs is made.

Signed: 10/16/2017 04:30 PM



Circuit Court Judge Courtland Geyer

Submitted by:



Dated:

10/11/17

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

Lot 21, Woodburn Crest Estates, a replat of a portion of Lot 13, Woodburn Crest, in the City of Woodburn, Marion County, Oregon.

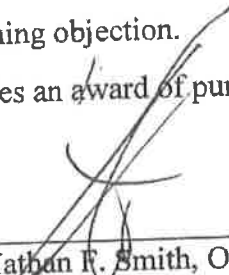


**CERTIFICATE OF READINESS**

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

- Service is not required pursuant to subsection (3) of UTCR 5.100, or by statute, rule or otherwise.
- The relief sought is against an opposing party who has been found in default.
- An order of default is being requested with this proposed judgment.
- Each opposing party affected by this order or judgment has stipulated to the order or judgment, as shown by each opposing party's signature on the document being submitted.
- Each opposing party affected by this order or judgment has approved the order or judgment, as shown by signature on the document being submitted or by written confirmation of approval sent to me.
- I have served a copy of this order or judgment on all parties entitled to service and:
  - No objection has been served on me.
  - I received objections that I could not resolve with the opposing party despite reasonable efforts to do so. I have filed a copy of the objections I received and indicated which objections remain unresolved.
  - After conferring about objections, [role and name of opposing party] agreed to independently file any remaining objection.
- This is a proposed judgment that includes an award of punitive damages.

DATED: 10/11, 2017

By:   
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)



**REEL: 4013**

**PAGE: 228**

**November 07, 2017, 01:51 pm.**

CONTROL #: 483026

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: \$ 96.00

BILL BURGESS  
COUNTY CLERK

THIS IS NOT AN INVOICE.