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IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF POLK

EQUICREDIT CORPORATION OF AMERICA,

Plaintiff,

vs.

THE UNKNOWN HEIRS AND DEVISEES OF MURIEL J. LEWIS; RUSSEL ALAN LEWIS; ELIZABETH LEWIS; OCCUPANTS OF THE PROPERTY,

Defendants.

Case No.: 15CV23184

WRIT OF EXECUTION IN FORECLOSURE

**TO THE POLK COUNTY SHERIFF:**

A Judgment of Foreclosure was entered and docketed in this case on April 12, 2017. A true copy of the Judgment is attached hereto. The Judgment was entered in favor of the Plaintiff:

EQUICREDIT CORPORATION OF AMERICA  
c/o Jeremy Clifford  
Attorney for Plaintiff

McCarthy & Holthus, LLP  
920 SW 3rd Ave, 1st Floor  
Portland, OR 97204

With the adjudicated amount due of \$190,248.96, plus post judgment interest at the statutory rate of 9.0% per annum from April 12, 2017 to March 23, 2018 in the amount of \$16,184.19, and continuing with a per diem of \$46.91, currently totaling \$206,433.15.

1           **NOW, THEREFORE, IN THE NAME OF THE STATE OF OREGON**, you are  
2 hereby commanded to sell, in the manner prescribed by law for the sale of real property on  
3 execution (subject to redemption of 180 days), all of the interest that the Defendant had on or  
4 about September 1, 1999, the date of the Deed of Trust, and also the interest that the Defendant  
5 had thereafter, in the real property described in the attached *Exhibit 1*, APN/Parcel #: 548973 and  
6 commonly known as: 1622 S.W. Pioneer Drive, Willamina, OR 97396.

7           Sale of the property is to satisfy the sum listed above, plus the costs incurred in  
8 performing this Writ. Pursuant to ORS 18.872, you are authorized to continue execution under  
9 the writ and delay making a return on the writ to no later than 150 days from receipt of the writ.  
10 You are to make the return within 60 days after you receive this Writ. Should the sale be  
11 continued, the writ may be automatically extended for 30 days.

Signed: 3/27/2018 02:46 PM



A handwritten signature in black ink, reading "Debora M. Dupras", is written over a horizontal line.

**JSSII Debora M. Dupras**

17 Dated: March 21, 2018 and submitted by:

18 **McCarthy & Holthus, LLP**

19 s/ Jeremy Clifford

20 \_\_\_\_\_  
Jeremy Clifford OSB No. 142987  
920 SW 3rd Ave, 1st Floor  
21 Portland, OR 97204  
Phone: (971) 201-3200  
22 Fax: (971) 201-3202  
23 jclifford@mccarthyholthus.com  
Of Attorneys for Plaintiff

# EXHIBIT "1"

## Legal Description

LOT 26, PIONEER HEIGHTS, IN THE CITY OF WILLAMINA, POLK COUNTY, OREGON.

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IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF POLK

EQUICREDIT CORPORATION OF  
AMERICA,

Plaintiff,

v.

THE UNKNOWN HEIRS AND DEVISEES  
OF MURIEL J. LEWIS; RUSSEL ALAN  
LEWIS; ELIZABETH LEWIS; OCCUPANTS  
OF THE PROPERTY,

Defendants.

Case No.: 15CV23184

GENERAL JUDGMENT OF  
FORECLOSURE

1.

THIS MATTER came before the Court on Plaintiff's motion.

All defendants ("Defaulted Defendants") were duly served with process and failed to appear; the default has been entered against Defaulted Defendants, and it appearing that Defaulted Defendants are not incapacitated, protected persons, respondents as defined in ORS 125.005, minors, or in the military service of the United States;

2.

IT IS HEREBY ADJUDGED that Plaintiff shall have judgment as follows:

- a. The real property to which this judgment relates is located and situated in Polk County, Oregon, and is commonly known as 1622 S.W. Pioneer Drive, Willamina, OR 97396 (the "Subject Property"), legally described as shown in the attached *Exhibit 1*, and having APN/Parcel No. 548973.
- b. Plaintiff is entitled to enforce the note dated 9/1/1999 and made, delivered, and executed by RUSSEL ALAN LEWIS and MURIEL J. LEWIS to FIRST FRANKLIN FINANCIAL

1 CORPORATION in the amount of \$120,400.00 (the "Note"). The Note was transferred to  
2 Plaintiff by delivery of possession and by indorsement set forth on the Note.

3 c. A deed of trust was made, executed, and delivered by Defendants RUSSEL ALAN LEWIS  
4 and MURIEL J. LEWIS on or about 9/3/1999 (the "Deed of Trust"). The Deed of Trust was  
5 recorded on 9/9/1999 as Instrument No. 472897 in the official records of Polk County,  
6 Oregon. The Deed of Trust is a valid and perfected lien against all of the Property for and  
7 securing the Amount Due. The lien of the Plaintiff is superior to any interest, lien, or claim  
8 of the Defendants and shall remain in effect until issuance of a Sheriff's Deed.

9 d. The Borrower failed to make the payment that was due for 3/1/2012 and has not cured the  
10 default. The amount of debt secured by the Deed of Trust that is now due and owing is  
11 comprised of the following amounts (the "Amount Due"):

12	a) Unpaid principal balance:	\$105,346.05
13	b) Prejudgment interest accruing from	
14	2/1/2012 through 3/28/2017 and	
15	continuing until the entry of judgment	
	at the current Note rate of 10.375%:	\$53,549.61
16	c) Additional amounts due under the	\$27,648.32
17	terms of the loan:	
18	d) Attorney fees and costs:	\$3,619.98
19	e) Prevailing party fee (ORS 20.190	\$85.00
	(1)(b)):	
20	<b>Total:</b>	<b>\$190,248.96</b>

21  
22 Pursuant to ORS 82.010 (2), post-judgment interest shall accrue on the Amount Due from the  
23 date of entry of this judgment through the sale of the Subject Property at the rate of 10.375%  
24 per annum.

25 ///

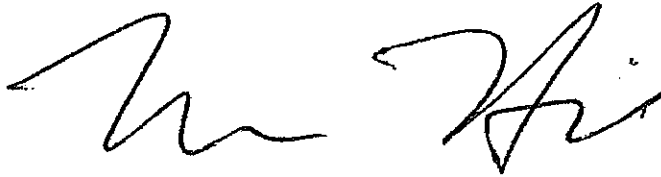
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- 1 e. The interest of the Defendants and any successor in interest in the Subject Property is  
2 foreclosed and terminated excepting only any statutory right of redemption as provided by  
3 Oregon law.
- 4 f. The Defendants are not entitled to a homestead exception as against Plaintiff's judgment.
- 5 g. All right, title and interest in the Subject Property that Defendants THE UNKNOWN HEIRS  
6 AND DEVISEES OF MURIEL J. LEWIS and RUSSEL ALAN LEWIS had as of the date  
7 of the Deed of Trust or thereafter acquired is hereby ordered to be sold by the Polk County  
8 Sheriff's Office in accordance with the process for sale upon execution, and the proceeds of  
9 sale shall be applied:
- 10 1) First, to the costs of sale not incurred by Plaintiff;
  - 11 2) Second, to the Amount Due, plus post-judgment interest accruing from the date of  
12 entry of judgment through the date of the sale and any incurred costs of sale;
  - 13 3) Third, the surplus, if any, to the Defendants in the priority as their interest may  
14 appear, described *infra*, or to the clerk of the court to be distributed by the Court to  
15 such party or parties as they may establish their right thereto.
- 16 h. Plaintiff may become purchaser at the sale of the Subject Property and, pursuant to ORS  
17 18.936 (2), may credit bid up to the Amount Due, plus post-judgment interest accruing from  
18 the date of entry of judgment through the date of the sale and any incurred costs of sale.
- 19 i. The purchaser at the sale is entitled to exclusive and immediate possession of the Subject  
20 Property from and after the date of the sale and is entitled to such remedies as are available at  
21 law or in equity to secure possession. The purchaser at the sale may apply to the Court for a  
22 writ of assistance if any Defendant, other party, or other person shall refuse to surrender  
23 possession to the purchaser immediately upon the purchaser's demand for possession.
- 24 j. In the event the proceeds of sale are insufficient to pay the Amount Due, Plaintiff shall not be  
25 entitled to any further or other judgment, including a judgment for the deficiency.
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1 k. If, before the sale, the Amount Due is brought into court and paid to the clerk, the execution,  
2 if issued, shall be recalled and the effect of the judgment as to the Amount Due shall be  
3 terminated.

Signed: 4/11/2017 09:30 AM

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9 **Circuit Court Judge Norm R. Hill**

10 I hereby certify that the requirements of UTCR 5.100 have been satisfied.

11 This proposed General Judgment of Foreclosure is ready for judicial signature because:

12  Each opposing party affected by this order or judgment has stipulated to the order or  
13 judgment, as shown by each opposing party's signature on the document being  
14 submitted.

15  Each opposing party affected by this order or judgment has approved the order or  
16 judgment, as shown by signature on the document being submitted or by written  
confirmation of approval sent to me.

17  I have served a copy of this order or judgment on all parties entitled to service and:

18  No objection has been served on me.

19  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.

20  After conferring about objections, \_\_\_\_\_ agreed to independently file  
any remaining objection.

21  The relief sought is against an opposing party who has been found in default.

22  An order of default is being requested with this proposed judgment.

23  Service is not required pursuant to subsection (3) of this rule, or by statute, rule, or  
24 otherwise.



1 [ ] This is a proposed judgment that includes an award of punitive damages and notice  
2 has been served on the Director of the Crime Victims' Assistance Section as required  
3 by subsection (4) of this rule.

4 [ ] Other: \_\_\_\_\_

5 Dated: March 28, 2017

6 Presented by:

7 **McCarthy & Holthus, LLP**

8 s/ Jeremy Clifford

9 Jeremy Clifford, OSB No. 142987

10 920 SW 3rd Ave, 1st Floor

11 Portland, OR 97204

12 Phone: (971) 201-3200

13 Fax: (971) 201-3202

14 jclifford@mccarthyholthus.com

15 Of Attorneys for Plaintiff

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