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Court clerk has not verified the figures in this writ. If you have questions regarding this writ, please contact your legal counsel, the issuing attorney or company. Debtor may contest this writ by filing a claim of exemption.

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

U.S. BANK NATIONAL ASSOCIATION,

CASE NUMBER: 17CV30539

Plaintiff,

vs.

WRIT OF EXECUTION IN FORECLOSURE

ROY A. YOUNG AKA ROY YOUNG AKA
ROY AUBREY YOUNG, an individual;
SOLARCITY CORPORATION, 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 MULTNOMAH COUNTY, OREGON:

1.

WHEREAS, on March 7, 2018, 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 ROY A. YOUNG AKA ROY
2 YOUNG AKA ROY AUBREY YOUNG and SOLARCITY CORPORATION ("Defendants") had
3 on January 12, 2007, the date of the foreclosed Deed of Trust which was recorded on January 22,
4 2007, as Instrument No. 2007-011990 in the official records of the Multnomah County Recorder's
5 Office, and/or all of the interest which Defendants had thereafter, in the real property described in
6 the Judgment to satisfy the Judgment as follows:

7
8 **Lender's Principal Judgment:**

9 Unpaid Principal Balance:	\$175,429.03
10 Pre-Judgment Interest from May 1, 11 2012 to November 17, 2017, the date 12 set forth in the Judgment at 4.510%, per 13 annum, (\$21.68 per diem):	\$43,861.94
14 Lender's Fees and Costs:	\$71,666.91
15 Attorney's Fees and Costs:	\$4,760.00
16	
17 <i>Total Judgment Entered:</i>	<i>\$295,717.88</i>

18
19 **Additional Pre-Judgment Interest:**

20 Accrued Interest from November 18, 21 2017, the day after the date set forth in 22 the Judgment through March 7, 2018, 23 the date of entry of the Judgment, at 24 4.51000%, per annum (\$21.68 per 25 diem):	\$2,363.12
26	
27	
28	

1
2 **Total Judgment Entered Including**

3 **Additional Pre-Judgment**

4 **Interest:** **\$298,081.00**

5
6 **Post-Judgment Interest**

7 Accrued Post-Judgment Interest from
8 March 8, 2018, the date after
9 entry of the Judgment, through March
10 19, 2018, the date the Writ
11 was requested at the legal rate of
12 interest at 9%, per annum (\$73.49 per
13 diem): **\$808.39**

14
15 **Total Amount Owing on the Judgment as of the Date**

16 **the Writ Was Requested:** **\$298,889.39**

17 3.

18 Additionally, Plaintiff is entitled to the continued accrual of post-judgment interest at the
19 legal rate of interest of 9% per annum, \$73.49 per diem, from March 20, 2018 to the date the real
20 property subject to the Judgment is sold by the County Sheriff at its foreclosure auction, plus costs of
21 this Writ, Sherriff's fees and sale costs, and all other recovered costs pursuant to law.

22 4.

23 The real property subject to this writ of execution is commonly known as 21436 SE Ash St,
24 Gresham, OR 97030 ("Property") and described in Exhibit "1" attached hereto.

25 5.

26 The Judgment Creditor's name and address is:

27 U.S. Bank National Association

28 4801 Frederica Street

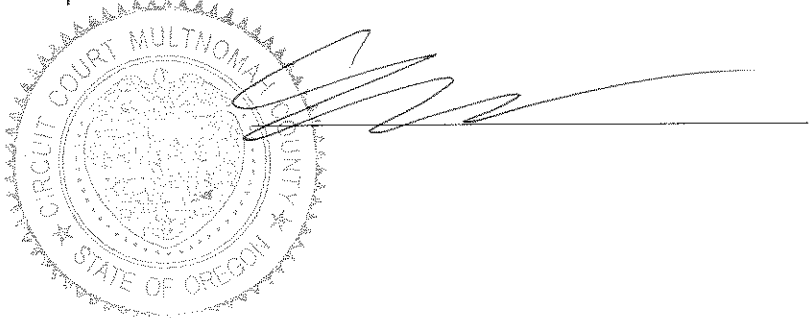
Owensboro, Kentucky 42301-7441

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

U.S. Bank National Association
c/o Malcolm & Cisneros, ALC (Attention: Nathan F. Smith)
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.

3/29/18


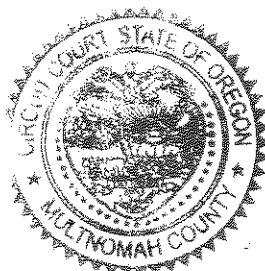
Submitted by:

Dated: March 19, 2018

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

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CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL.

DATED: MAR 20 2018

[Signature]
COURT CLERK

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

U.S. BANK NATIONAL ASSOCIATION,

CASE NUMBER: 17CV30539

Plaintiff,

vs.

GENERAL JUDGMENT OF FORECLOSURE AGAINST:

ROY A. YOUNG AKA ROY YOUNG AKA ROY AUBREY YOUNG, an individual; SOLARCITY CORPORATION, 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) ROY A. YOUNG AKA ROY YOUNG AKA ROY AUBREY YOUNG
- (2) SOLARCITY CORPORATION

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 Foreclosure of Deed of Trust; that Defendants ROY A. YOUNG AKA ROY YOUNG AKA ROY AUBREY YOUNG and SOLARCITY CORPORATION ("Defendants") were duly served with the Summons and Complaint as required by law; that Defendants failed to appear, that an order of default has been entered against them 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 21436 SE Ash St, Gresham, OR 97030 ("Property") and extinguishing any and all interest of the Defendants 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 adjustable rate note ("Note"), dated January 12, 2007, in the amount of \$242,250.00, and executed by ROY A. YOUNG AKA ROY YOUNG AKA ROY AUBREY YOUNG.

4.

The Note is secured by that certain deed of trust ("Deed of Trust") dated January 12, 2007 and executed by ROY A. YOUNG AKA ROY YOUNG AKA ROY AUBREY YOUNG. The Deed of Trust was recorded on January 22, 2007 under the recording number 2007-011990 of the Official Records of Multnomah 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 may be entitled under Oregon law.

7.

A judgment of foreclosure in the amount of \$295,717.88 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

1 disbursed to such party or parties as may establish their right thereto.

2 9.

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

5 10.

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

11 11.

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

16 12.

17 Defendants ROY A. YOUNG AKA ROY YOUNG AKA ROY AUBREY YOUNG is not
18 entitled to a homestead exemption in the Property.

19 13.

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

22 14.

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

28 15.

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

4 16.

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

7 17.

8 This suit does not constitute an attempt to collect the debt against Defendants ROY A.
9 YOUNG AKA ROY YOUNG AKA ROY AUBREY YOUNG and SOLARCITY CORPORATION.
10 Rather, it is a suit to execute upon the Property as security for the Amount Owed.

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

12 (Pursuant to Senate Bill 368)

13 18.

14 Under the terms of the Deed of Trust and the Note dated January 12, 2007, in the original
15 principal amount of \$242,250.00, there is now due and owing the following amounts, to be
16 hereinafter described as the Amount Due:

17
18 **DECLARATION OF AMOUNT OWED – NOT A MONEY AWARD**

- 19 1. **Judgment Creditor:** U.S. Bank National Association
20 Address: c/o MALCOLM ♦ CISNEROS,
21 A Law Corporation
2112 Business Center Drive, 2nd Floor
Irvine, California 92612
22 **Judgment Attorney:** Nathan F. Smith
23 Address: MALCOLM ♦ CISNEROS, A Law Corporation
2112 Business Center Drive, 2nd Floor
Irvine, California 92612
24 Telephone Number: (949) 252-9400
25 2. **Persons or Public Bodies Entitled to**
26 **a Portion the Judgment:** N/A
27 3. **Judgment Amount:** \$290,957.88
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4. **Pre-Judgment Interest:**

Simple interest to accrue on \$175,429.03 from November 18, 2017 to the date the Judgment is entered into the Court's register at 4.51000% per annum, \$21.68 per diem.

5. **Post-Judgment Interest:**

Simple interest to accrue on \$295,717.88 plus Pre-Judgment Interest from the day after the General Judgment is entered to the date upon which the Writ of Execution in Foreclosure is levied at the legal rate of interest or 9% per annum, whichever is greater.

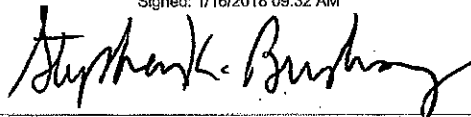
6. **Periodic accrual:**

N/A

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

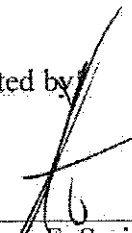
An award of \$4,760.00 in attorney's fees and costs is made.

Signed: 1/16/2018 09:32 AM



Circuit Court Judge Stephen K. Bushong
proxy signed by LD

Submitted by



Dated:

12/14/17

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

Parcel 2, PARTITION PLAT NO. 1998-191, in the City of Gresham, County of Multnomah and State of 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: 12/14, 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)