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

NATIONSTAR MORTGAGE LLC,

Plaintiff,

v.

MICHAEL L. SINCLAIR; RENEE C. SINCLAIR; SURF PINES HOMEOWNERS ASSOCIATION; JP MORGAN CHASE BANK, N. A. SUCCESSOR IN INTEREST FROM THE FDIC AS RECEIVER FOR WASHINGTON MUTUAL BANK, F. A.; and ALL OTHER PERSONS OR PARTIES UNKNOWN CLAIMING ANY RIGHT, TITLE, LIEN, OR INTEREST IN THE REAL PROPERTY COMMONLY KNOWN AS 89594 MANION DR, WARRENTON, OR 97146,

Defendants.

Case No. 17CV06257

GENERAL JUDGMENT OF FORECLOSURE AND DECLARATION OF AMOUNT DUE BY STIPULATION AND DEFAULT

PURSUANT TO SB368, THIS IS A JUDGMENT OF FORECLOSURE AND DOES NOT CONSTITUTE A MONEY AWARD AGAINST ANY DEFENDANT

Based upon the stipulation herewith as to Defendants MICHAEL L. SINCLAIR and RENEE C. SINCLAIR ("Borrowers"), the Court's Order of Default against Defendants SURF PINES HOMEOWNERS ASSOCIATION; JP MORGAN CHASE BANK, N. A. SUCCESSOR IN INTEREST FROM THE FDIC AS RECEIVER FOR WASHINGTON MUTUAL BANK, F. A.; and ALL OTHER PERSONS OR PARTIES UNKNOWN CLAIMING ANY RIGHT, TITLE, LIEN, OR INTEREST IN THE REAL PROPERTY COMMONLY KNOWN AS 89594 MANION DR, WARRENTON, OR 97146, the records on file herein, and pursuant to NATIONSTAR MORTGAGE LLC ("Plaintiff's") Motion for General Judgment and Declaration of Amount Due by Stipulation and Default,

IT IS HEREBY ADJUDGED:

Page 1 – GENERAL JUDGMENT AND DECLARATION OF AMOUNT DUE BY STIPULATION AND DEFAULT

1 1. Plaintiff's security interest in the real property located at 89594 Manion Dr,
2 Warrenton, OR 97146 ("Subject Property"), as evidenced by the Deed of Trust recorded in the
3 official records of County as instrument number 201104236 ("Deed of Trust"), is a viable first
4 priority lien, superior to the interests of all the Defendants. All rights, claims, ownerships, liens,
5 titles and demands of all Defendants are subsequent to Plaintiff's lien as created by the Note and
6 Deed of Trust. The Subject Property is legally described as follows:

7 THE NORTH 100 FEET OF THE FOLLOWING DESCRIBED PROPERTY: THAT
8 PORTION OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 10 WEST OF THE
9 WILLAMETTE MERIDIAN, CLATSOP COUNTY, OREGON, DESCRIBED AS
10 FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE JOHN JEWETT
11 DONATION LAND CLAIM; THENCE SOUTH 8 DEGREES 28' EAST FOR 684.16
12 FEET THENCE EAST 226 FEET; THENCE SOUTH 7 DEGREES 00' EAST FOR
13 641.77 FEET; THENCE SOUTH 80 DEGREES 00' WEST 30 FEET TO THE WEST
14 LINE OF THAT ROAD DESCRIBED IN PARCEL 2 OF THE INSTRUMENT
15 RECORDED IN BOOK 233, PAGE 671; THENCE SOUTH 7 DEGREES 00' EAST
16 ALONG THE WEST LINE OF SAID ROAD A DISTANCE OF 1650 FEET, SAID
17 POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 7 DEGREES
18 00' WEST ALONG SAID ROAD 200 FEET; THENCE SOUTH 83 DEGREES WEST
19 100 FEET TO THE EAST LINE OF A TRACT ROAD; THENCE SOUTH 7 DEGREES
20 00' EAST PARALLEL WITH THE FIRST MENTIONED ROAD A DISTANCE OF
21 200 FEET; THENCE NORTH 83 DEGREES EAST 100 FEET TO THE TRUE POINT
22 OF BEGINNING;

23 2. The Deed of Trust is foreclosed and upon entry of this Judgment the court
24 administrator shall upon request of the Plaintiff issue a writ of execution for the sale, by the
25 Sheriff, in the manner provided by law;

26 3. Borrowers are in default and Plaintiff is owed the agreed upon total amount due
Page 2 – GENERAL JUDGMENT AND DECLARATION OF AMOUNT DUE BY STIPULATION AND
DEFAULT

1 under the Note and Deed of Trust listed below as well as any future advances and/or fees that
2 may be made or incurred pursuant to the terms of the Note and Deed of Trust up to the date of
3 the execution sale. This amount is to be satisfied by sale of the Subject Property as directed
4 under this Judgment;

5 4. Plaintiff is owed the agreed reasonable attorney fees listed below plus the
6 remaining flat rate fees for an uncontested execution on the Judgment, pursuant to the Note and
7 Deed of Trust and ORCP Rule 68(C), which amount may be added to the outstanding obligation
8 due and owing under the Note and Deed of Trust and recovered from the proceeds of the sheriff's
9 sale. Pursuant to the Deed of Trust, these fees continue to accrue to the date of the execution
10 sale. This amount is to be satisfied by sale of the Subject Property as directed under this
11 Judgment;

12 5. Plaintiff is owed the agreed costs of suit listed below pursuant to the Note and
13 Deed of Trust, ORCP Rule 68(A)(2) and ORS 20.115(4), which may be added to the outstanding
14 obligation due and owing under the Note and Deed of Trust and recovered from the proceeds of
15 the sheriff's sale. Pursuant to the Deed of Trust, these costs continue to accrue to the date of the
16 execution sale. This amount is to be satisfied by sale of the Subject Property as directed under
17 this Judgment;

18 6. Plaintiff is owed the prevailing party fee of \$300.00, this amount is to be satisfied
19 by sale of the Subject Property as directed under this Judgment.

20 7. The Sheriff shall make a return on the writ of execution to the court administrator
21 along with the proceeds of the sale, if any. The proceeds of the sale, if any, shall be applied first
22 toward the costs of the sale; then toward the satisfaction of Plaintiff's Judgment of Foreclosure
23 awarded herein; and the surplus, if any, to the clerk of the court to be distributed to such party or
24 parties as may establish their right thereto. The Defendants and all persons claiming through or
25 under Defendants, whether lien claimants, judgment creditors, claimants arising under junior
26 mortgages or deeds of trust, purchasers, encumbrances or otherwise, shall be barred and
Page 3 – GENERAL JUDGMENT AND DECLARATION OF AMOUNT DUE BY STIPULATION AND
DEFAULT

1 foreclosed from all rights, claims, interest or equity of redemption in the Subject Property and
2 every part of the Subject Property when the time for redemption has elapsed;

3 8. Borrowers waive, release, and transfer any redemptive rights or future interests in
4 redemptive rights to the Subject Property to Plaintiff. Borrowers may not otherwise sell or
5 transfer his and/or her redemptive rights.

6 9. No action for a deficiency shall be brought or a judgment entered against
7 Borrowers on the Note or Deed of Trust.

8 10. Plaintiff or any other party to this action may become a purchaser at the
9 foreclosure sale, and such purchaser shall be immediately let into possession of the subject
10 property, until redemption of the property, if any. The purchaser at the foreclosure sale or any
11 successor in interest may apply to this Court for a writ of assistance to gain possession of the
12 subject property if Defendants or any other party or person refuses to surrender possession;

13 DECLARATION OF AMOUNT DUE BY DEFAULT

14 (PURSUANT TO SB 368, THIS IS A JUDGMENT OF FORECLOSURE AND DOES NOT
15 CONSTITUTE A MONEY AWARD AGAINST ANY DEFENDANT)

16 1. The amount of the judgment is \$293,661.64.

17 2. Simple interest at the variable rate currently at 5.25% (\$40.13 *per diem*) after
18 April 25, 2017, through the date of sale.

19 3. Attorney fees of \$3,280.00, plus \$295.00, through the date of sale.

20 4. Costs of \$2,315.00, plus costs accrued through the date of sale.

21 5. Prevailing party fee: \$300.00.

22 **IT IS SO ADJUDGED**

23
24 Signed: 5/18/2017 01:00 PM



25 _____
Circuit Court Judge Dawn M. McIntosh

26 <Stipulations next page>

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DEFAULT

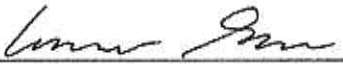
Aldridge Pite, LLP
111 SW Columbia Street, Suite 950
Portland, OR 97201
(858) 750-7600

1 IT IS SO STIPULATED.

2 
3 Sarah M. Mathenia, OSB No. 120681
4 (858) 750-7600
5 smathenia@aldridgepite.com
6 *Of Attorneys for Plaintiff Nationstar Mortgage LLC*

Date 5/17/17

7 DEFENDANTS MICHAEL L. SINCLAIR and RENEE C. SINCLAIR

8
9 
10 Cameron Soran, Esq., OSB No. 115249
11 csoran@harrislawsite.com
12 *Of Attorneys for Defendants Michael L. Sinclair and Renee C. Sinclair*

Date May 17, 2017

13 By signing above the Parties hereby acknowledge the following: (1) that they were provided a
14 reasonable period of time to review and consider this Stipulated Judgment; (2) that they were
15 advised to and have sought and received the advice of their attorney prior to signing this
16 Stipulated Judgment, or had the opportunity to consult with an attorney and chose not to do so;
17 (3) that they understand that they are waiving legal rights by signing this Stipulated Judgment;
18 (4) that they have reviewed this Stipulated Judgment, that this Stipulated Judgment is written in a
19 manner that is understandable to them, and that they indeed understand the entirety of this
20 Stipulated Judgment and the effect(s) of signing this Stipulated Judgment; and (5) that they sign
21 this Stipulated Judgment of their own free act and deed, without any coercion or duress, and that
22 they hereby release the rights and claims set forth above in exchange for the consideration set
23 forth in this Stipulated Judgment

24 CERTIFICATE OF READINESS

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

- 26
- 21 1. Each opposing party affected by this Order or Judgment has stipulated to the Order
22 or Judgment, as shown by each opposing party's signature on the document being
23 submitted.
 - 24 2. Each opposing party affected by this Order or Judgment has approved the Order or
25 Judgment, as shown by signature on the document being submitted or by written
26 confirmation of approval sent to me.
 3. I have served a copy of this Order or Judgment on all parties entitled to service and:

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- a. No objections have been served on me within that time frame;
 - b. I received objections that I could not resolve with the opposing 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;
 - c. After conferring about objections, [Opposing Party] agreed to independently file any remaining objection with the Court.
- 4. The relief sought is against an opposing party who has been found in default.
 - 5. An order of default is being requested with this proposed judgment.
 - 6. Service is not required pursuant to subsection (3) of this rule, or by statute, rule, or otherwise.
 - 7. This is a proposed judgment that includes an award of punitive damages and notice has been served on the Director of the Crime Victims' Assistance Section as required by subsection (4) of this rule.

Presented By:
ALDRIDGE PITE, LLP

Smathenia
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smathenia@aldridgepite.com
Of Attorneys for Plaintiff

5/17/17
Date