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

NATIONSTAR MORTGAGE LLC D/B/A
CHAMPION MORTGAGE COMPANY,

Plaintiff,

vs.

THE UNKNOWN HEIRS AND DEVISEES
OF RUTH HUNTINGTON NORFLEET;
UNITED STATES OF AMERICA; STATE
OF OREGON; JESSE NORFLEET;
OCCUPANTS OF THE PROPERTY;

Defendants.

Case No.: 17CV32744

GENERAL JUDGMENT OF
FORECLOSURE

1.

THIS MATTER came before the Court on Plaintiff's motion.
Defendants THE UNKNOWN HEIRS AND DEVISEES OF RUTH HUNTINGTON
NORFLEET; UNITED STATES OF AMERICA; STATE OF OREGON; JESSE
NORFLEET; OCCUPANTS OF THE PROPERTY ("Defendants") were duly served with
process and failed to appear; the default has been entered against Defendants, and it
appearing that 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:

1 a. The real property to which this judgment relates is located and situated in Union County,
2 Oregon, and is commonly known as 565 South 4th Street, Union, OR 97883 (the "Subject
3 Property"), legally described as shown in the attached *Exhibit 1*, and having APN/Parcel No.
4 17987.

5 b. Plaintiff is entitled to enforce the note dated May 17, 2007 and made, delivered, and executed
6 by RUTH HUNTINGTON NORFLEET to SEATTLE MORTGAGE COMPANY in the
7 amount of \$112,500.00 (the "Note"). The Note was transferred to Plaintiff by delivery of
8 possession and by indorsement set forth on the Note.

9 c. A deed of trust was made, executed, and delivered by Defendant RUTH HUNTINGTON
10 NORFLEET on or about May 17, 2007 (the "Deed of Trust"). The Deed of Trust was
11 recorded on May 22, 2007 as Instrument No. 20072652 in the official records of Union
12 County, Oregon. The Deed of Trust is a valid and perfected lien against all of the Property
13 for and securing the Amount Due. The lien of the Plaintiff is superior to any interest, lien, or
14 claim of the Defendants and shall remain in effect until issuance of a Sheriff's Deed.

15 d. The Borrower failed to make the payment that was due for February 21, 2017 and has not
16 cured the default. The amount of debt secured by the Deed of Trust that is now due and
17 owing is comprised of the following amounts (the "Amount Due"):

18	a) Unpaid principal balance:	\$49,375.03
19	b) Prejudgment interest accruing	\$10,975.52
20	through 1/31/2018 and continuing	
21	until the entry of judgment at the	
	current Note rate of 5.89%:	
22	c) Additional amounts due under the	\$11,176.39
	terms of the loan:	
23	d) Attorney fees and costs:	\$3,728.37
24	e) Prevailing party fee (ORS 20.190	\$85.00
25	(1)(a)):	
26	Total:	\$75,340.31

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Pursuant to ORS 82.010 (2), post-judgment interest shall accrue on the Amount Due from the date of entry of this judgment through the sale of the Subject Property at the rate of 9.00% per annum.

e. The interest of the Defendants and any successor in interest in the Subject Property is foreclosed and terminated excepting only any statutory right of redemption as provided by Oregon law.

f. Pursuant to 38 U.S.C. § 3720 (d), because the United States' lien is subordinate to the Plaintiff's lien and is guaranteed/insured by the FHA, the federal government does not have a 28 U.S.C. § 2410(c) one-year redemption right in this case.

g. The Defendants are not entitled to a homestead exception as against Plaintiff's judgment.

h. All right, title and interest in the Subject Property that Defendant RUTH HUNTINGTON NORFLEET had as of the date of the Deed of Trust or thereafter acquired is hereby ordered to be sold by the Union County Sheriff's Office in accordance with the process for sale upon execution, and the proceeds of sale shall be applied:

- 1) First, to the costs of sale not incurred by Plaintiff;
- 2) Second, to the Amount Due, plus post-judgment interest accruing from the date of entry of judgment through the date of the sale and any incurred costs of sale;
- 3) Third, the surplus, if any, to the Defendants in the priority as their interest may appear, described *infra*, or to the clerk of the court to be distributed by the Court to such party or parties as they may establish their right thereto.

i. Plaintiff may become purchaser at the sale of the Subject Property and, pursuant to ORS 18.936 (2), may credit bid up to the Amount Due, plus post-judgment interest accruing from the date of entry of judgment through the date of the sale and any incurred costs of sale.

j. The purchaser at the sale is entitled to exclusive and immediate possession of the Subject Property from and after the date of the sale and is entitled to such remedies as are available at law or in equity to secure possession. The purchaser at the sale may apply to the Court for a

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writ of assistance if any Defendant, other party, or other person shall refuse to surrender possession to the purchaser immediately upon the purchaser's demand for possession.

k. In the event the proceeds of sale are insufficient to pay the Amount Due, Plaintiff shall not be entitled to any further or other judgment, including a judgment for the deficiency.

l. If, before the sale, the Amount Due is brought into court and paid to the clerk, the execution, if issued, shall be recalled and the effect of the judgment as to the Amount Due shall be terminated.

m. Pursuant to ORS 18.950 (4), the apparent priority of liens subsequent and inferior to the Deed of Trust are as follows:

1. Defendant UNITED STATES OF AMERICA may claim an interest in the Subject Property under the terms of an additional, subordinate note and deed of trust, associated with this loan issued to the Secretary of Housing and Urban Development (the "HUD Loan") in the amount of \$112,500.00. The deed of trust associated with the HUD Loan is recorded in the official records of Union County as Instrument No. 20072653 on 05/22/2007.

2. Defendant STATE OF OREGON may claim an interest in Subject Property by virtue of a Request for Notice of Transfer or Encumbrance recorded 12/21/2006 as Instrument No. 20066683 in the official records of Union County, Oregon.

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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.

Other: _____

Dated: February 20, 2018 and submitted by:

McCarthy & Holthus, LLP

s/ Jeremy Clifford

— John Thomas OSB No. 024691
x Jeremy Clifford OSB No. 142987
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Of Attorneys for Plaintiff

Exhibit "1"

LOTS FIVE (5) AND SIX (6) AND THE SOUTH FOURTEEN (14) FEET OF LOT SEVEN (7) IN BLOCK TWENTY-FOUR (24) OF WEST UNION, IN THE CITY OF UNION, UNION COUNTY, OREGON. TOGETHER WITH THE ENTIRE 10 FEET OF THE VACATED ALLEY ADJOINING SAID LOTS ON THE EAST SIDE, AS SAID ALLEY WAS VACATED BY CITY UNION ORDINANCE NO. 365, SERIES 1982, AND RECORDED AS MICROFILM DOCUMENT NO. 107139, UNION COUNTY RECORDS.