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LINN COUNTY  
SHERIFFS OFFICE

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

JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION, SUCCESSOR IN  
INTEREST BY PURCHASE FROM THE  
FEDERAL DEPOSIT INSURANCE  
CORPORATION AS RECEIVER OF  
WASHINGTON MUTUAL BANK,

Case No.: 16CV34625

WRIT OF EXECUTION IN  
FORECLOSURE

Plaintiff,

vs.

DIANA L. COX AKA DIANA COX;  
WILSON A. COX; FOOD INDUSTRIES  
CREDIT UNION; MIDLAND FUNDING,  
LLC; OCCUPANTS OF THE PROPERTY,

Defendants.

**TO THE LINN COUNTY SHERIFF:**

A Judgment of Foreclosure was entered and docketed in this case on March 20, 2018. A true copy of the Judgment is attached hereto. The Judgment was entered in favor of the Plaintiff:

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, SUCCESSOR IN  
INTEREST BY PURCHASE FROM THE FEDERAL DEPOSIT INSURANCE  
CORPORATION AS RECEIVER OF WASHINGTON MUTUAL BANK  
c/o Robert Hakari, Attorney for Plaintiff  
McCarthy & Holthus, LLP  
920 SW 3rd Ave, 1st Floor  
Portland, OR 97204

With the adjudicated amount due of \$71,519.94, plus post judgment interest at the statutory rate of 9.0% per annum from March 20, 2018 to April 13, 2018 in the amount of \$423.24, and continuing with a per diem of \$17.64, currently totaling \$71,943.18.

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 May 31, 2007, the date of the Deed of Trust, and also the interest that the Defendant had  
5 thereafter, in the real property described in Exhibit 1, APN/Parcel #335048, and commonly  
6 known as 41280 Shindler Bridge Dr, Scio, OR 97374-9352.

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: 4/10/2018 11:57 AM

A handwritten signature in cursive script that reads "Rachael Pelroy".

Rachael Pelroy, Administrative Authority

15 Submitted by:

16 **McCarthy & Holthus, LLP**

17 s/ Robert B. Hakari 4/6/18

18 Robert Hakari OSB No. 114082  
19 920 SW 3rd Ave, 1st Floor  
20 Portland, OR 97204  
21 Phone: (971) 201-3200  
22 Fax: (971) 201-3202  
23 rhakari@mccarthyholthus.com  
24 Of Attorneys for Plaintiff  
25  
26  
27  
28

# EXHIBIT "1"

BEGINNING AT A POINT 1149.35 FEET NORTH 0 DEGREES 03' EAST AND 845.46 FEET SOUTH 89 DEGREES 57" EAST OF THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 10 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, IN LINN COUNTY, OREGON; THENCE NORTH 0 DEGREES 03' EAST 560.20 FEET ALONG THE WEST LINE OF THE TRACT OF LAND CONVEYED TO PETER JANITAKE BY DEED RECORDED IN VOLUME 159, PAGE 434, DEED RECORDS FOR LINN COUNTY, OREGON, TO THE SOUTHERLY LINE OF THE COUNTY ROAD; THENCE SOUTH 87 DEGREES 05' WEST 316.07 FEET ALONG THE SOUTHERLY LINE OF SAID ROAD; THENCE SOUTH 0 DEGREES 03' WEST 543.84 FEET; THENCE SOUTH 89 DEGREES 57' EAST 315.64' FEET TO THE PLACE OF BEGINNING.

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

JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION, SUCCESSOR IN  
INTEREST BY PURCHASE FROM THE  
FEDERAL DEPOSIT INSURANCE  
CORPORATION AS RECEIVER OF  
WASHINGTON MUTUAL BANK,

Plaintiff,

vs.

DIANA L. COX AKA DIANA COX;  
WILSON A. COX; FOOD INDUSTRIES  
CREDIT UNION; MIDLAND FUNDING,  
LLC; OCCUPANTS OF THE PROPERTY;

Defendants.

Case No.: 16CV34625

GENERAL JUDGMENT OF  
FORECLOSURE

1.

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

- a. Defendants DIANA L. COX AKA DIANA COX, WILSON A. COX, MIDLAND FUNDING, LLC and OCCUPANTS OF THE PROPERTY ("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;
- b. A Stipulated Limited Judgment has been entered with regard to Defendant FOOD INDUSTRIES CREDIT UNION ("Stipulating Defendant") (collectively Defaulted and Stipulating Defendants are referred to as "Defendants").

///

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 Linn County, Oregon, and is commonly known as 41280 Shindler Bridge Dr, Scio, OR 97374-9352 (the "Subject Property"), legally described as shown in the attached *Exhibit 1*, and having APN/Parcel No. 335048.
- b. Plaintiff is entitled to enforce the note dated May 31, 2007 and made, delivered, and executed by DIANA L. COX and WILSON A. COX ("Borrowers") to Washington Mutual Bank in the amount of \$50,000.00 (the "Note"). The Note was transferred to Plaintiff by delivery of possession and by indorsement set forth on the Note.
- c. A deed of trust was made, executed, and delivered by Borrowerson or about May 31, 2007 (the "Deed of Trust"). The Deed of Trust was recorded on June 20, 2007 as Instrument No. 2007-14860 in the official records of Linn County, Oregon. The Deed of Trust is a valid and perfected lien against all of the Property for and securing the Amount Due. The lien of the Plaintiff is superior to any interest, lien, or claim of the Defendants and shall remain in effect until issuance of a Sheriff's Deed.
- d. As detailed in the Stipulated Judgment with Stipulating Defendant, Stipulating Defendant's deed of trust that was recorded on 3/2/2001 as Volume 1161 Page 615 in the official records of Linn County is no longer enforceable with regards to the Subject Property as the status of limitations has expired.
- e. Borrower failed to make the payment that was due for January 5, 2013 and has not cured the default. The amount of debt secured by the Deed of Trust that is now due and owing is comprised of the following amounts (the "Amount Due"):
- |  |             |
|--|-------------|
| a) Unpaid principal balance:   | \$49,479.40 |
| b) Prejudgment interest accruing from 12/5/2012 through 3/9/2018 and continuing until the entry of judgment at the current Note rate of 3.79%: | \$8,550.47  |

1	c) Additional amounts due under the terms of the loan:	\$8,465.73
2		
3	d) Attorney fees and costs:	\$4,939.34
4	e) Prevailing party fee (ORS 20.190 (1)(a)):	\$85.00
5	<b>Total:</b>	<b>\$71,519.94</b>

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

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

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

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

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

23 i. Plaintiff may become purchaser at the sale of the Subject Property and, pursuant to ORS  
24 18.936 (2), may credit bid up to the Amount Due, plus post-judgment interest accruing from  
25 the date of entry of judgment through the date of the sale and any incurred costs of sale.

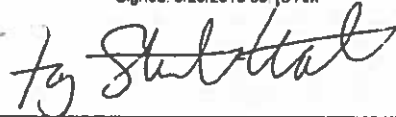
26 j. The purchaser at the sale is entitled to exclusive and immediate possession of the Subject  
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1 Property from and after the date of the sale and is entitled to such remedies as are available at  
2 law or in equity to secure possession. The purchaser at the sale may apply to the Court for a  
3 writ of assistance if any Defendant, other party, or other person shall refuse to surrender  
4 possession to the purchaser immediately upon the purchaser's demand for possession.

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

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

Signed: 3/20/2018 09:13 AM



Fay Stetz-Waters, Circuit Court Judge

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

18 On 3/12/18 a copy of the Proposed Judgment Of Foreclosure was served on:

19 Michelle Bertolino  
20 121 SE Morrison St, Suite 600  
21 Portland, OR 97204  
22 Attorney for Food Industries Credit Union

not less than 3 days prior to submission to the court.

23 This proposed Judgment Of Foreclosure is ready for judicial signature because:

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

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

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[ x ] 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, \_\_\_\_\_ agreed to independently file any remaining objection.

- 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.
- Service is not required pursuant to subsection (3) of this rule, or by statute, rule, or otherwise.
- 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: \_\_\_\_\_

**McCarthy & Holthus, LLP**

s/ Robert B. Hakari 3/19/18  
 Robert Hakari OSB No. 114082  
 920 SW 3rd Ave, 1st Floor  
 Portland, OR 97204  
 Phone: (971) 201-3200  
 Fax: (971) 201-3202  
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