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

OCWEN LOAN SERVICING, LLC,

Plaintiff,

vs.

THOMAS D. ANDREAS; GWENDOLYN
V. ANDREAS; OCCUPANTS OF THE
PROPERTY,

Defendants.

Case No.: 17CV24474
Judge: Sean E. Armstrong

WRIT OF EXECUTION IN
FORECLOSURE

TO THE MARION COUNTY SHERIFF:

A Judgment of Foreclosure was entered and docketed in this case on October 9, 2017. A true copy of the Judgment is attached hereto. The Judgment was entered in favor of the Plaintiff:

OCWEN LOAN SERVICING, LLC
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 \$220,534.38, plus post judgment interest at the statutory rate of 9.0% per annum from October 9, 2017 to 2/22/2018 in the amount of \$7,395.45, and continuing with a per diem of \$54.38, currently totaling \$227,929.83.

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 on execution (subject to redemption of 180 days), all of the interest that the Defendant had on or about May 7, 2008, the date of the Deed of Trust, and also the interest that the Defendant had

1 thereafter, in the real property described in the attached *Exhibit 1*, APN/Parcel #: R65698 and
2 commonly known as: 1113 Ashwood Ct SE, Salem, OR 97302.

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

8 **DATED:** ____ day of _____, 20__.

Signed: 2/28/2018 01:24 PM


Title Noel B. Herlitz, Court Clerk



11 By: _____

13 **McCarthy & Holthus, LLP**

14 s/ Robert B. Hakari 2/22/2018

15 _____
16 _ John Thomas OSB No. 024691
17 x Robert Hakari OSB No. 114082
18 920 SW 3rd Ave, 1st Floor
19 Portland, OR 97204
20 Phone: (971) 201-3200
21 Fax: (971) 201-3202
22 rhakari@mccarthyholthus.com
23 Of Attorneys for Plaintiff

EXHIBIT "1"

LEGAL DESCRIPTION

Lot 22, Block 1, ASHWOOD PARK, in the City of Salem, Marion County, Oregon.

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

OCWEN LOAN SERVICING, LLC,

Plaintiff,

vs.

THOMAS D. ANDREAS; GWENDOLYN
V. ANDREAS; OCCUPANTS OF THE
PROPERTY,

Defendants.

Case No.: 17CV24474

Judge: Sean E. Armstrong

GENERAL JUDGMENT OF
FORECLOSURE

1.

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

Defendants THOMAS D. ANDREAS; GWENDOLYN V. ANDREAS; 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:

- a. The real property to which this judgment relates is located and situated in Marion County, Oregon, and is commonly known as 1113 Ashwood Ct SE, Salem, OR 97302 (the "Subject Property"), legally described as shown in the attached *Exhibit 1*, and having APN/Parcel No. R65698.
- b. Plaintiff is entitled to enforce the note dated May 7, 2008 and made, delivered, and executed by THOMAS D. ANDREAS and GWENDOLYN V. ANDREAS to QUICKEN LOANS INC.

1 in the amount of \$166,460.00 (the "Note"). The Note was transferred to Plaintiff by delivery
2 of possession and by indorsement set forth on the Note.

3 c. A deed of trust was made, executed, and delivered by Defendants THOMAS D. ANDREAS
4 and GWENDOLYN V. ANDREAS on or about May 7, 2008 (the "Deed of Trust"). The
5 Deed of Trust was recorded on May 20, 2008 on Reel 2954 Page 379 in the official records
6 of Marion County, Oregon. The Deed of Trust is a valid and perfected lien against all of the
7 Property for and securing the Amount Due. The lien of the Plaintiff is superior to any
8 interest, lien, or claim of the Defendants and shall remain in effect until issuance of a
9 Sheriff's Deed.

10 d. The Borrower failed to make the payment that was due for September 1, 2013 and has not
11 cured the default. The amount of debt secured by the Deed of Trust that is now due and
12 owing is comprised of the following amounts (the "Amount Due"):

13	a) Unpaid principal balance:	\$154,169.90
14	b) Prejudgment interest accruing from	
15	8/13/2017 through 10/2/2017 and	
16	continuing until the entry of	
	judgment at the current Note rate of	
	6.0%:	\$38,696.67
17	c) Additional amounts due under the	\$23,952.30
18	terms of the loan:	
19	d) Attorney fees and costs:	\$3,630.51
20	e) Prevailing party fee (ORS 20.190	\$85.00
	(1)(a)):	
21	Total:	\$220,534.38

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 9.00%
24 per annum.
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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 THOMAS D. ANDREAS
6 and GWENDOLYN V. ANDREAS had as of the date of the Deed of Trust or thereafter
7 acquired is hereby ordered to be sold by the Marion County Sheriff's Office in accordance
8 with the process for sale upon execution, and the proceeds of sale shall be applied:

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

15 h. Plaintiff may become purchaser at the sale of the Subject Property and, pursuant to ORS
16 18.936 (2), may credit bid up to the Amount Due, plus post-judgment interest accruing from
17 the date of entry of judgment through the date of the sale and any incurred costs of sale.

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

23 j. In the event the proceeds of sale are insufficient to pay the Amount Due, Plaintiff shall not be
24 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: 10/9/2017 08:54 AM

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6 
7
8 Circuit Court Judge Sean E. Armstrong

9
10 I hereby certify that the requirements of UTCR 5.100 have been satisfied.

11 This proposed 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
17 confirmation of approval sent to me.

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

19 No objection has been served on me.

20 I received objections that I could not resolve with the opposing party despite
21 reasonable efforts to do so. I have filed a copy of the objections I received and
22 indicated which objections remain unresolved.

23 After conferring about objections, _____ agreed to independently file
24 any remaining objection.

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

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

27 Service is not required pursuant to subsection (3) of this rule, or by statute, rule, or
28 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: October 2, 2017, and submitted by:

6 **McCarthy & Holthus, LLP**

7 s/ Jeremy Clifford

8 _____
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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LEGAL DESCRIPTION

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