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

WELLS FARGO BANK, N.A.,  
Plaintiff,

v.

LARRY C. WILSON; AND ALL OTHER  
PERSONS OR PARTIES UNKNOWN  
CLAIMING ANY RIGHT, TITLE, LIEN, OR  
INTEREST IN THE REAL PROPERTY  
COMMONLY KNOWN AS 4648  
KETCHIKAN AVENUE NE, SALEM, OR  
97305,  
Defendant.

Case No. 15CV03887

**WRIT OF EXECUTION**

TO THE MARION COUNTY SHERIFF:

On March 7, 2016, a General Judgment of Foreclosure and Declaration of Amount Due by Default was entered by the MARION County Circuit Court, foreclosing Plaintiff's Deed of Trust and directing that the property subject to the Deed of Trust be sold to satisfy the unpaid debt due to Plaintiff.

The mailing address for the judgment creditor is: WELLS FARGO BANK, N.A. c/o Aldridge Pite, LLP, 111 SW Columbia St., Ste. 950, Portland, OR 97201.

The real property to be sold at public auction is commonly known as 4648 KETCHIKAN AVENUE NE, SALEM, OR 97305 ("Subject Property"), and legally described as:

LOT 20, CRYSTAL MEADOWS, IN THE CITY OF SALEM, MARION COUNTY, STATE OF OREGON. (PLAT VOLUME 46, PAGE 28).

1	The total amount due and owing on the Judgment as of January 19, 2018;		
2	Judgment:	Principal	\$200,695.44
3	Pre-Judgment:	Interest(4.000%, \$19.53/day)	\$1,054.62 (January 14, 2016 through
4			March 7, 2016)
5		Attorney Fees	\$2,340.00
6		Costs	\$1,016.00
7		Prevailing Party Fee	\$300.00
8	Post-Judgment:	Interest(4.000%, \$19.53/day)	\$13,319.46 (March 8, 2016 through
9			January 18, 2018)
10		Attorney Fees	\$260.00
11		Costs	\$0.00

12 **TOTAL: \$218,985.52**

13 In the name of the State of Oregon, you are hereby directed to proceed to notice for sale  
 14 and sell the Subject Property. After the sale, you are directed to issue a certificate of sale to the  
 15 purchaser and file a return on the writ of execution, depositing the sale proceeds with the Court.  
 16 Further, you are directed to execute, after the time for redemption has elapsed, a deed to the  
 17 holder of the certificate of sale.

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By the signature of the attorney for the judgment creditor, the person that requested issuance of the Writ hereby authorizes the sheriff to continue execution under the Writ and delay making a return on the writ to a date up to 150 days after receipt.

Signed: 1/25/2018 11:46 AM

*Noel B. Herlitz*  
Noel B. Herlitz, Court Clerk



Presented by:

ALDRIDGE PITE, LLP

*Christina Andreoni*

By: \_\_\_\_\_

- Hunter Zook, OSB #095578
- Katie Riggs, OSB #095861
- Sarah Mathenia, OSB #120681
- Shannon K. Calt, OSB #121855
- Christina Andreoni, OSB #160875

*of Attorneys for Judgment Creditor*  
(858) 750-7600  
(503) 222-2260 (facsimile)  
[orecourtnotices@aldridgepite.com](mailto:orecourtnotices@aldridgepite.com)

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

WELLS FARGO BANK, N.A.,

Plaintiff,

v.

LARRY C. WILSON; AND ALL OTHER  
PERSONS OR PARTIES UNKNOWN  
CLAIMING ANY RIGHT, TITLE, LIEN, OR  
INTEREST IN THE REAL PROPERTY  
COMMONLY KNOWN AS 4648  
KETCHIKAN AVENUE NE, SALEM, OR  
97305,

Defendants.

Case No. 15CV03887

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

ORCP Rule 69

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

Based upon the Court's Order of Default against defendants Larry C. Wilson, and All Other Persons or Parties Unknown Claiming any Right, Title, Lien, or Interest in the Real Property Commonly Known as 4648 Ketchikan Avenue NE, Salem, OR 97305 ("Defendants"), the records on file herein, and pursuant to the Motion for General Judgment and Declaration of Amount Due by Default by Plaintiff Wells Fargo Bank, N.A. ("Plaintiff"),

**IT IS HEREBY ADJUDGED:**

1. Plaintiff's security interest in the real property located at 4648 KETCHIKAN AVENUE NE, SALEM, OR 97305 ("Subject Property"), as evidenced by the Deed of Trust recorded November 29, 2011 in the official records of MARION County as instrument number REEL: 3337 PAGE: 329 ("Deed of Trust"), is a viable first priority lien, superior to the interests of all the Defendants. All rights, claims, ownerships, liens, titles and demands of all Defendants are subsequent to Plaintiff's lien as created by the Note and Deed of Trust. The Subject Property

1 is legally described as follows:

2 LOT 20, CRYSTAL MEADOWS, IN THE CITY OF SALEM, MARION COUNTY,  
3 STATE OF OREGON. (PLAT VOLUME 46, PAGE 28)

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

7 3. Plaintiff has submitted a Declaration of Amount Due and is owed the total amount  
8 due under the Note and Deed of Trust and any future advances and/or fees that may be made or  
9 incurred pursuant to the terms of the Note and Deed of Trust up to the date of the execution sale.  
10 This amount is to be satisfied by sale of the Subject Property as directed under this Judgment;

11 4. Plaintiff is owed reasonable attorney fees plus the remaining flat rate fees for an  
12 uncontested execution on the Judgment, pursuant to the Note and Deed of Trust and ORCP Rule  
13 68(C), which amount may be added to the outstanding obligation due and owing under the Note  
14 and Deed of Trust and recovered from the proceeds of the sheriff's sale. Pursuant to the Deed of  
15 Trust, these fees continue to accrue to the date of the execution sale. This amount to be satisfied  
16 by sale of the Subject Property as directed under this Judgment;

17 5. Plaintiff is owed costs of suit pursuant to the Note and Deed of Trust, ORCP Rule  
18 68(A)(2) and ORS 20.115(4), which may be added to the outstanding obligation due and owing  
19 under the Note and Deed of Trust and recovered from the proceeds of the sheriff's sale. Pursuant  
20 to the Deed of Trust, these costs continue to accrue to the date of the execution sale. This  
21 amount to be satisfied by sale of the Subject Property as directed under this Judgment;

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

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1           7.       The Sheriff shall make a return on the writ of execution to the court administrator  
2 along with the proceeds of the sale, if any. The proceeds of the sale, if any, shall be applied first  
3 toward the costs of the sale; then toward the satisfaction of Plaintiff's Judgment of Foreclosure  
4 awarded herein; and the surplus, if any, to the clerk of the court to be distributed to such party or  
5 parties as may establish their right thereto. The Defendants and all persons claiming through or  
6 under Defendants, whether lien claimants, judgment creditors, claimants arising under junior  
7 mortgages or deeds of trust, purchasers, encumbrances or otherwise, shall be barred and  
8 foreclosed from all rights, claims, interest or equity of redemption in the Subject Property and  
9 every part of the Subject Property when the time for redemption has elapsed;

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

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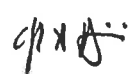
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DECLARATION OF AMOUNT DUE BY DEFAULT  
(PURSUANT TO SB 368, THIS IS A JUDGMENT OF FORECLOSURE AND DOES NOT  
CONSTITUTE A MONEY AWARD AGAINST ANY DEFENDANT)

1. The amount of the judgment is \$200,695.44.
2. Simple interest at the variable rate currently at 4.00% (\$19.53 *per diem*) after January 14, 2016, through the date of sale.
3. Attorney fees of \$2,340.00, plus \$260.00, through the date of sale.
4. Costs of \$1,016.00, plus costs accrued through the date of sale.
5. Prevailing party fee: \$300.00.

**IT IS SO ADJUDGED.**

Signed: 3/4/2016 11:59 AM



\_\_\_\_\_  
Circuit Court Judge Cheryl Pellegrini

Presented By:  
ALDRIDGE PITE, LLP

Tracy J. Frazier, OSB #107125  
(858) 750-7600  
(503) 222-2260 (Facsimile)  
tfrazier@aldridgepite.com

621 SW Morrison Street, Suite 425  
Portland, OR 97205

Of Attorneys for Plaintiff

CERTIFICATE OF READINESS

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

Service is not required under UTCR 5.100 because the other party has been found **in default** or an order of default is being requested with this proposed Order or Judgment; because this Order or Judgment is submitted **ex parte** as allowed by statute or rule; or this Order or Judgment is being submitted in open court with all parties present.

Each party affected by this Order or Judgment has stipulated to or approved the Order or Judgment, as shown by the signatures on the Order or Judgment.

I have served a copy of this Order or Judgment and written notice of the objection period set out in UTCR 5.100 on all parties entitled to service and:

No objections have been served on me within that time frame;

I received objections that I could not resolve with the other 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.

After conferring about objections, the other party agreed to file any remaining objection with the Court.