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

Wilmington Savings Fund Society, FSB, as  
Trustee of Stanwich Mortgage Loan Trust A,

Plaintiff,

v.

DIANE R. HILL; RAY KLEIN, INC. DBA  
PROFESSIONAL CREDIT SERVICES;  
ACCTCORP INTERNATIONAL OF  
SALEM; JASEN BENNETT HILL; and ALL  
OTHER PERSONS OR PARTIES  
UNKNOWN CLAIMING ANY RIGHT,  
TITLE, LIEN, OR INTEREST IN THE REAL  
PROPERTY COMMONLY KNOWN AS 912  
ELECTRIC AVE SE, SALEM, OREGON  
97302,

Defendant.

Case No. 16CV11727

**WRIT OF EXECUTION**

TO THE MARION COUNTY SHERIFF:

On December 21, 2017, 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: Wilmington Savings Fund Society, FSB, as Trustee of Stanwich Mortgage Loan Trust 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 912 ELECTRIC AVE SE, SALEM, OREGON 97302 ("Subject Property"), and legally described as:

1 BEGINNING AT THE NORTHWEST CORNER OF BLOCK SEVENTEEN (17), NOB  
2 HILL ANNEX TO SALEM, MARION COUNTY, OREGON. (SEE VOLUME 2, PAGE 96,  
3 RECORD OF TOWN PLATS FOR SAID COUNTY AND STATE); THENCE SOUTH  
4 ALONG THE WEST BOUNDARY LINE OF SAID BLOC, 100 FEET; THENCE EAST  
5 PARALLEL WITH THE NORTH LINE OF SAID BLOCK, 60 FEET TO THE SOUTHWEST  
6 CORNER OF THE TRACT OF LAND CONVEYED TO J. P. TSCHUDI BY DEED  
7 RECORDED APRIL 24, 1934 IN VOLUME 219, PAGE 41, DEED RECORDS FOR MARION  
8 COUNTY, OREGON; THENCE NORTH ALONG THE WEST LINE OF SAID TRACT; 100  
9 FEET TO THE NORTH LINE OF SAID BLOCK 17; THENCE WEST ALONG SAID NORTH  
10 LINE, 60 FEET TO THE PLACE OF BEGINNING, BEING THE WEST 60 FEET OF LOT  
11 TEN (10) AND THE WEST 60 FEET OF PART OF LOT LINE (9), BLOCK SEVENTEEN  
12 (17), NOB HILL ANNEX TO SALEM, MARION COUNTY, OREGON. TOGETHER WITH  
13 A PERMANENT RIGHT OF WAY GRANTED BY B. C. HESKIMONS AND WIFE, TO ROY  
14 DAVENPORT AND WIFE BY DEED DATED JUNE 19, 1940 AND RECORDED JUNE 21,  
15 1940 IN VOLUME 248, PAGE 650, DEED RECORDS FOR MARION COUNTY, OREGON,  
16 OVER THE FOLLOWING DESCRIBED PREMISES TO WIT: BEGINNING ON THE  
17 NORTH LINE OF LOT TEN (10), BLOCK SEVENTEEN (17) OF NOB HILL ANNEX TO  
18 THE CITY OF SALEM, MARION COUNTY, OREGON (SEE VOLUME 2, PAGE 96,  
19 RECORD OF TOWN PLATS FOR SAID COUNTY AND STATE; AT A POINT WHICH IS  
20 60 FEET EASTERLY FROM THE NORTHWEST CORNER OF SAID LOT; THENCE  
21 RUNNING SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID BLOCK, 76.5  
22 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID BLOCK, 8.4  
23 FEET; THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF SAID BLOCK 76.5  
24 FEET TO THE NORTH LINE OF SAID BLOCK; THENCE WESTERLY ALONG THE  
25 NORTH LINE OF SAID BLOCK, 8.4 FEET TO THE PLACE OF BEGINNING.

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Page 2 – WRIT OF EXECUTION

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

1	The total amount due and owing on the Judgment as of January 22, 2017;		
2	Judgment:	Principal	\$268,769.86
3	Pre-Judgment:	Interest(5.000%, \$27.611/day)	\$7,261.69 (April 3, 2017 through
4			December 21, 2017)
5		Attorney Fees	\$3,345.00
6		Costs	\$5,262.01
7		Prevailing Party Fee	\$300.00
8	Post-Judgment:	Interest(5.000%, \$27.611/day)	\$883.52 (December 22, 2017 through
9			January 22, 2017)
10		Attorney Fees	\$305.00
11		Costs	\$0.00
12	<b>TOTAL: \$286,127.08</b>		

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: 1/24/2018 09:50 AM

*Noel B. Herltz*  
Noel B. Herltz, Court Clerk



Presented by:

ALDRIDGE PITE, LLP

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**

WILMINGTON SAVINGS FUND SOCIETY,  
FSB, AS TRUSTEE OF STANWICH  
MORTGAGE LOAN TRUST A,

Plaintiff,

v.

DIANE R. HILL; RAY KLEIN, INC. DBA  
PROFESSIONAL CREDIT SERVICES;  
ACCTCORP INTERNATIONAL OF  
SALEM; JASEN BENNETT HILL; and ALL  
OTHER PERSONS OR PARTIES  
UNKNOWN CLAIMING ANY RIGHT,  
TITLE, LIEN, OR INTEREST IN THE REAL  
PROPERTY COMMONLY KNOWN AS 912  
ELECTRIC AVE SE, SALEM, OREGON  
97302,

Defendants.

Case No. 16CV11727

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

ORCP Rule 69

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

Based upon the stipulation herewith as to Defendant DIANE R. HILL NKA DIANE R. BISHOP (“Stipulating Defendant”), Court’s Order of Default against Defendants RAY KLEIN, INC. DBA PROFESSIONAL CREDIT SERVICES; ACCTCORP INTERNATIONAL OF SALEM; JASEN BENNETT HILL; and ALL OTHER PERSONS OR PARTIES UNKNOWN CLAIMING ANY RIGHT, TITLE, LIEN, OR INTEREST IN THE REAL PROPERTY COMMONLY KNOWN AS 912 ELECTRIC AVE SE, SALEM, OREGON 97302, the records on file herein, and pursuant to the Motion for General Judgment and Declaration of Amount Due by Plaintiff WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF STANWICH MORTGAGE LOAN TRUST A (“Plaintiff”),

1           **IT IS HEREBY ADJUDGED:**

2           1.       Plaintiff's security interest in the real property located at 912 ELECTRIC AVE  
3 SE, SALEM, OREGON 97302 ("Subject Property"), as evidenced by the Deed of Trust recorded  
4 August 28, 2009 in the official records of MARION County as instrument number reel 3099  
5 page 190 ("Deed of Trust"), is a viable first priority lien, superior to the interests of all the  
6 Defendants. All rights, claims, ownerships, liens, titles and demands of all Defendants are  
7 subsequent to Plaintiff's lien as created by the Note and Deed of Trust. The Subject Property is  
8 legally described as follows:

9           BEGINNING AT THE NORTHWEST CORNER OF BLOCK SEVENTEEN (17), NOB  
10 HILL ANNEX TO SALEM, MARION COUNTY, OREGON. (SEE VOLUME 2, PAGE  
11 96, RECORD OF TOWN PLATS FOR SAID COUNTY AND STATE); THENCE  
12 SOUTH ALONG THE WEST BOUNDARY LINE OF SAID BLOC, 100 FEET;  
13 THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID BLOCK, 60 FEET  
14 TO THE SOUTHWEST CORNER OF THE TRACT OF LAND CONVEYED TO J. P.  
15 TSCHUDI BY DEED RECORDED APRIL 24, 1934 IN VOLUME 219, PAGE 41,  
16 DEED RECORDS FOR MARION COUNTY, OREGON; THENCE NORTH ALONG  
17 THE WEST LINE OF SAID TRACT, 100 FEET TO THE NORTH LINE OF SAID  
18 BLOCK 17; THENCE WEST ALONG SAID NORTH LINE, 60 FEET TO THE PLACE  
19 OF BEGINNING, BEING THE WEST 60 FEET OF LOT TEN (10) AND THE WEST  
20 60 FEET OF PART OF LOT LINE (9), BLOCK SEVENTEEN (17), NOB HILL  
21 ANNEX TO SALEM, MARION COUNTY, OREGON.

22           TOGETHER WITH A PERMANENT RIGHT OF WAY GRANTED BY B. C.  
23 HESKIMONS AND WIFE, TO ROY DAVENPORT AND WIFE BY DEED DATED  
24 JUNE 19, 1940 AND RECORDED JUNE 21, 1940 IN VOLUME 248, PAGE 650,  
25 DEED RECORDS FOR MARION COUNTY, OREGON, OVER THE FOLLOWING  
26 DESCRIBED PREMISES TO WIT:

Page 2 – GENERAL JUDGMENT AND DECLARATION OF AMOUNT DUE

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

1 BEGINNING ON THE NORTH LINE OF LOT TEN (10), BLOCK SEVENTEEN (17)  
2 OF NOB HILL ANNEX TO THE CITY OF SALEM, MARION COUNTY, OREGON  
3 (SEE VOLUME 2, PAGE 96, RECORD OF TOWN PLATS FOR SAID COUNTY  
4 AND STATE; AT A POINT WHICH IS 60 FEET EASTERLY FROM THE  
5 NORTHWEST CORNER OF SAID LOT; THENCE RUNNING SOUTHERLY  
6 PARALLEL WITH THE WEST LINE OF SAID BLOCK, 76.5 FEET; THENCE  
7 EASTERLY PARALLEL WITH THE NORTH LINE OF SAID BLOCK, 8.4 FEET;  
8 THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF SAID BLOCK 76.5  
9 FEET TO THE NORTH LINE OF SAID BLOCK; THENCE WESTERLY ALONG  
10 THE NORTH LINE OF SAID BLOCK, 8.4 FEET TO THE PLACE OF BEGINNING.

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

14 3. Stipulating Defendant is in default and Plaintiff is owed the agreed upon total  
15 amount due under the Note and Deed of Trust listed below, as well as any future advances and/or  
16 fees that may be incurred pursuant to the terms of the Note and Deed of Trust up to the date of  
17 the execution sale. This amount is to be satisfied by sale of the Subject Property as directed  
18 under this Judgment;

19 4. Plaintiff is owed reasonable attorney fees plus the remaining flat rate fees for an  
20 uncontested execution on the Judgment, pursuant to the Note and Deed of Trust and ORCP Rule  
21 68(C), which amount may be added to the outstanding obligation due and owing under the Note  
22 and Deed of Trust and recovered from the proceeds of the sheriff's sale. Pursuant to the Deed of  
23 Trust, these fees continue to accrue to the date of the execution sale. This amount to be satisfied  
24 by sale of the Subject Property as directed under this Judgment;

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

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

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

17           8.       Stipulating Defendant waives, releases, and transfers any redemptive rights or  
18 future interests in redemptive rights to the Subject Property to Plaintiff. Stipulating Defendant  
19 may not otherwise sell or transfer her redemptive rights.

20           9.       No action for a deficiency shall be brought or a judgment entered against  
21 Stipulating Defendant on the Note or Deed of Trust.

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



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11. Before entry of Judgment, Plaintiff shall tender the original form of the Note to the Court for notation of the Judgment on the face of the instrument, in accordance with UTCR 2.060.

**DECLARATION OF AMOUNT DUE**

**(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 \$268,769.86.
- 2. Simple interest at the rate currently at 5.00% (\$27.611 *per diem*) after April 2, 2017, through the date of sale.
- 3. Attorney fees of \$3,345.00, plus \$305.00, through the date of sale.
- 4. Costs of \$5,262.01, plus costs accrued through the date of sale.
- 5. Prevailing party fee: \$300.00.

**IT IS SO ADJUDGED**

Signed: 12/21/2017 10:29 AM

  
Circuit Court Judge Claudia M. Burton

<Stipulations next page.>


1 IT IS SO STIPULATED.

2 Submitted and stipulated to by:

3 ALDRIDGE PITE, LLP

4  Date: 7/5/17

5 Stephanie L. Beale, OSB No. 136474  
6 sbeale@aldridgepite.com S.Calt OSB/21855  
7 *Of Attorneys for Plaintiff*  
8 *Wilmington Savings Fund Society, FSB,*  
9 *as Trustee of Stanwich Mortgage*  
10 *Loan Trust A*

11  Date: 05.31.2017

12 Diane R. Hill nka Diane R. Bishop  
13 *Defendant*

14 Approved as to Form:

15 MARTINIS & HILL

16  Date: 6/1/17

17 Wesley A. Hill, OSB No. 063619  
18 whill@opusnet.com  
19 *Of Attorneys for Defendant*  
20 *Diane R. Hill*

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

1 CERTIFICATE OF READINESS

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

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

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

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

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

14  I received objections that I could not resolve with the other party  
15 despite reasonable efforts to do so. I have filed with the Court a copy of  
16 the objections I received and indicated which objections remain  
17 unresolved.

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

20 Dated:



Stephanie L. Beale, OSB #136474

S. Beale OSB 121855