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

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

Case No. 17CV32297

**WRIT OF EXECUTION**

v.

THE ESTATE OF MARILYN FOLSOM;  
THE UNKNOWN HEIRS, DEVISEES, AND  
ASSIGNEES OF MARILYN FOLSOM;  
JULIE ANN FARMER; WAYNE ALLISON  
FOLSOM; JOHN FRANKLIN GARDNER;  
ROBERT LOUIS ROSSI; NICKY J. ROSSI;  
STATE OF OREGON; SECRETARY OF  
HOUSING AND URBAN DEVELOPMENT;  
AND ALL OTHER PERSONS OR PARTIES  
UNKNOWN CLAIMING ANY RIGHT,  
TITLE, LIEN, OR INTEREST IN THE REAL  
PROPERTY COMMONLY KNOWN AS 627  
NW HEATH STREET, DALLAS, OR 97338,  
Defendant.

TO THE POLK COUNTY SHERIFF:

On March 29, 2018, a General Judgment of Foreclosure and Declaration of Amount Due by Default and Stipulation was entered by the Polk 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: NATIONSTAR MORTGAGE LLC D/B/A CHAMPION MORTGAGE COMPANY 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 627 NW HEATH STREET, DALLAS, OR 97338 ("Subject Property"), and legally described as:

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3 **See Exhibit "A"**

4 The total amount due and owing on the Judgment as of May 1, 2018;

5 Judgment: Principal \$186,352.92  
6 Pre-Judgment: Interest( \$13.49/day) \$768.93 (2/1/18 through 3/29/18)  
7 Attorney Fees \$2,940.00  
8 Costs \$3,355.54  
9 Prevailing Party Fee \$300.00  
10 Post-Judgment: Interest(9.000%, \$47.83/day) \$1,530.56 (3/30/18 through 5/1/18)  
11 Attorney Fees \$260.00

12 **TOTAL: \$195,507.95**

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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Page 2 – WRIT OF EXECUTION

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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.



COURT ADMINISTRATOR FOR  
POLK COUNTY CIRCUIT COURT

Signed: 5/2/2018 09:42 AM

By: Debra M. Dupras

JSSII Debora M. Dupras

Presented by:  
ALDRIDGE PITE, LLP

By: [Signature]  
Katie Riggs, OSB #095861  
*of Attorneys for Judgment Creditor*  
(858) 750-7600  
(503) 222-2260 (facsimile)  
orecourtnotices@aldridgepite.com

ORDER NO: 170256353

**EXHIBIT "A"**

**REF. NO.: 000515-000785**

LOT FORTY-NINE (49), MEADOWHAVEN HEIGHTS PHASE III, IN THE CITY OF DALLAS, COUNTY OF POLK AND STATE OF OREGON.

National Title Insurance of New York, Inc.

GUARANTEE – COMBINATION FORM

OREGON

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

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

Plaintiff,

v.

THE ESTATE OF MARILYN FOLSOM;  
THE UNKNOWN HEIRS, DEVISEES, AND  
ASSIGNEES OF MARILYN FOLSOM;  
JULIE ANN FARMER; WAYNE ALLISON  
FOLSOM; JOHN FRANKLIN GARDNER;  
ROBERT LOUIS ROSSI; NICKY J. ROSSI;  
STATE OF OREGON; SECRETARY OF  
HOUSING AND URBAN DEVELOPMENT;  
and ALL OTHER PERSONS OR PARTIES  
UNKNOWN CLAIMING ANY RIGHT,  
TITLE, LIEN, OR INTEREST IN THE REAL  
PROPERTY COMMONLY KNOWN AS 627  
NW HEATH STREET, DALLAS, OR 97338,

Defendants.

Case No. 17CV32297

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

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 THE ESTATE OF  
MARILYN FOLSOM; THE UNKNOWN HEIRS, DEVISEES, AND ASSIGNEES OF  
MARILYN FOLSOM; JULIE ANN FARMER; WAYNE ALLISON FOLSOM; JOHN  
FRANKLIN GARDNER; ROBERT LOUIS ROSSI; NICKY J. ROSSI; SECRETARY OF  
HOUSING AND URBAN DEVELOPMENT; and ALL OTHER PERSONS OR PARTIES  
UNKNOWN CLAIMING ANY RIGHT, TITLE, LIEN, OR INTEREST IN THE REAL  
PROPERTY COMMONLY KNOWN AS 627 NW HEATH STREET, DALLAS, OR 97338, the  
Limited Stipulated Judgment of Defendant STATE OF OREGON, the records on file herein, and

Page 1 – GENERAL JUDGMENT AND DECLARATION OF AMOUNT DUE BY DEFAULT AND  
STIPULATION

1 pursuant to the Motion for General Judgment and Declaration of Amount Due by Default by  
2 Plaintiff NATIONSTAR MORTGAGE LLC D/B/A CHAMPION MORTGAGE COMPANY  
3 (“Plaintiff”),

4 **IT IS HEREBY ADJUDGED:**

5 1. Plaintiff’s security interest in the real property located at 627 NW HEATH  
6 STREET, DALLAS, OR 97338 (“Subject Property”), as evidenced by the Deed of Trust  
7 recorded August 27, 2007 in the official records of Polk County as instrument number 2007-  
8 013336 (“Deed of Trust”), is a viable first priority lien, superior to the interests of all the  
9 Defendants. All rights, claims, ownerships, liens, titles and demands of all Defendants are  
10 subsequent to Plaintiff’s lien as created by the Note and Deed of Trust. The Subject Property is  
11 legally described as follows:

12 SEE ATTACHED EXHIBIT

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

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

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

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

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Page 3 – GENERAL JUDGMENT AND DECLARATION OF AMOUNT DUE BY DEFAULT AND  
STIPULATION

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

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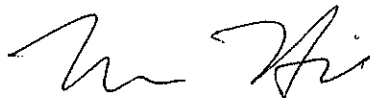
DECLARATION OF AMOUNT DUE BY DEFAULT

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

- 1. The total amount of the unpaid principal balance, interest, and other amounts owed is \$186,352.92.
- 2. Simple interest at the variable rate (\$13.49 *per diem*) after 1/31/2018, through the date of judgment.
- 3. Attorney fees of \$2,940.00, plus \$260.00, through the date of sale.
- 4. Costs of \$3,355.54, plus costs accrued through the date of sale.
- 5. Prevailing party fee: \$300.00.
- 6. Post-judgment interest thereafter on the total judgment amount above, #1-5, at the contract rate of interest or 9.000% per annum, whichever is greater, through the date of sale.

**IT IS SO ADJUDGED**

Signed: 3/27/2018 03:08 PM



\_\_\_\_\_  
Circuit Court Judge Norm R. Hill

CERTIFICATE OF READINESS

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

- 1.  Each party affected by this order or judgment has stipulated to the order or judgment, as shown by each party's signature on the document being submitted.
- 2.  Each party affected by this order or judgment has approved the order or judgment, as shown by each party's signature on the document being submitted or by written confirmation of approval sent to me.
- 3.  I have served a copy of this order or judgment on all parties entitled to service and:
  - a.  No objection has been served on me;
  - b.  I received objections that I could not resolve with a party despite reasonable



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efforts to do so. I have filed a copy of the objections I received and indicated which objections remain unresolved.

c.  After conferring about objections, [ **role and name of objecting party** ] agreed to independently file any remaining objection.

4.  Service is not required pursuant to subsection (3) of this rule, or by statute, rule, or otherwise.

5.  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 (5) of this rule.

6.  Other: \_\_\_\_\_

Presented By:  
ALDRIDGE PITE, LLP



Date: 3/12/2018

Katie Riggs (OSB # 095861)  
(858) 750-7600  
(619) 326-2430  
kriggs@aldridgepite.com

111 SW Columbia Street, Suite 950  
Portland, OR 97201

Of Attorneys for Plaintiff

LOT FORTY-NINE (49), MEADOWHAVEN HEIGHTS PHASE III, IN THE CITY OF DALLAS,  
COUNTY OF POLK AND STATE OF OREGON.

# NATIONAL TITLE INSURANCE

of New York, Inc.

**GUARANTEE**

GUARANTEE NO.: 170256353

## GUARANTEE FOR JUDICIAL FORECLOSURE, TRUSTEE'S SALE, STATUTORY LAND SALE CONTRACT FORFEITURE, OR LITIGATION

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, NATIONAL TITLE INSURANCE OF NEW YORK, INC., hereinafter called the Company, for the fee paid for this Guarantee, the amount and effective date of which are shown herein, hereby guarantees the parties herein called the Assured, against actual loss not exceeding the liability amount stated herein which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, on the effective date stated herein,

1. The title to the estate or interest described on Exhibit 1 was vested in the vestee named on Exhibit 1, subject to the matters shown as Exceptions on Exhibit 1, which Exceptions are not necessarily shown in the order of their priority;
2. If applicable the necessary parties to be made defendants in a suit to enforce the encumbrance identified on Exhibit 1 are as shown on Exhibit 2;
3. If applicable, the names and addresses, as shown therein, of persons who have recorded requests, under Section 86.806 of the Oregon Revised Statutes, for a copy of notice of default or for a copy of notice of sale are as shown on Exhibit 2 and the names of additional persons who, under Sections 86.705 et. seq. of the Oregon Revised Statutes, are entitled to receive notice of sale are as shown on Exhibit 2;
4. If applicable, the names of persons entitled to receive notice of default, pursuant to Sections 93.905 et seq. of the Oregon Revised Statutes, are as shown on Exhibit 2.

**NATIONAL TITLE INSURANCE OF NEW YORK, INC.**

ISSUED BY: SERVICELINK TITLE COMPANY OF OREGON, LLC  
400 CORPORATION DRIVE, ALIQUIPPA, PA 15001  
714-247-7000 • 800-323-0165



By:

President

ATTEST

Secretary

Countersigned:

Authorized Signature

GUARANTEE - COMBINATION FORM

OREGON

## CONDITIONS AND STIPULATIONS

### 1. DEFINITION OF TERMS

The following terms when used in this Guarantee mean:

- (a) "Land": the land described, specifically or by reference, in this Guarantee and improvements affixed thereto which by law constitute real property.
- (b) "Public Records": those records established under State statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (c) "Date": the effective date.
- (d) "The Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company;
- (e) "Mortgage": mortgage, deed of trust, trust deed, real estate contract or other security instrument.

### 2. EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this Guarantee and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- (a) (1) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Guarantee.
- (2) Any governmental police power not excluded by (a) (1) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Guarantee.
- (b) Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Guarantee.
- (c) Defects, liens, encumbrances, adverse claims against the title as guaranteed, or other matters:
  - (1) created, suffered, assumed or agreed to by one or more of the Assured, whether or not shown by the public records;
  - (2) not known to the Company, not recorded in the public records at Date of Guarantee but known to one or more of the Assured at Date of Guarantee;
  - (3) resulting in no loss or damage to the Assured;
  - (4) not resulting in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided; or
  - (5) attaching or created subsequent to Date of Guarantee.
- (d) The identity of any party named or referred to in Exhibit 2 or the validity, legal effect or priority of any matter shown in Section F of Exhibit 1.
- (e) Taxes or assessments which are not shown as existing liens by the public records.
- (f) Unpatented mining claims; reservations or exceptions in United States Patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- (g) Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.

### 3. PROSECUTION OF ACTIONS

- (a) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
- (b) In all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

### 4. NOTICE OF LOSS - LIMITATION OF ACTION

A statement in writing or any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee

unless the action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such action within the time hereinbefore specified shall be a conclusive bar against maintenance by the Assured of any action under this Guarantee.

### 5. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage, the Company shall have the option to purchase the indebtedness secured by said mortgage. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of a claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

### 6. LIMITATION OF LIABILITY - PAYMENT OF LOSS

- (a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of the liability stated within this Guarantee.
- (b) The liability of the Company under this Guarantee shall be secondary to and shall not supersede the liability of any other insurer under any existing policy of title insurance which insures one or more of the Assured, and any loss payable under this Guarantee shall be paid only to the extent it is not payable under such other existing policy. This Guarantee is furnished for the purpose of facilitating enforcement of the subject encumbrance or for other specific judicial or non-judicial proceeding; this Guarantee shall not be used or relied upon for any other reason.
- (c) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the written authorization of the Company.
- (d) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (e) All payments under this Guarantee, except for attorneys' fees as provided for in paragraph 6(c) hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing, this Guarantee for endorsement of such payment unless the Guarantee be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.
- (f) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.

### 7. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right or subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.

### 8. GUARANTEE ENTIRE CONTRACT

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee. No provision or condition of this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

### 9. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at National Title Insurance of New York, Inc., P.O. Box 45023, Jacksonville, Florida 32232-5023.

### 10. FEE

The fee specified within this Guarantee is the total fee for title search and examination and for this Guarantee. The Company may declare this Guarantee null and void for failure to pay the fee.

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**NATIONAL  
TITLE  
INSURANCE  
OF  
NEW YORK**

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 **NATIONAL TITLE INSURANCE**  
*of New York, Inc.*

**National Title Insurance Of New York**  
P.O. Box 45023  
Jacksonville, Florida 32232-5023

**SERVICELINK TITLE COMPANY OF OREGON, LLC**  
3220 EL CAMINO REAL, IRVINE, CA 92602  
(714) 247-7000 • (800) 323-0165

**TRUSTEE'S SALE GUARANTEE (WITH AN OPTION FOR JUDICIAL FORECLOSURE)**

(EXHIBIT 1)

YOUR NO.: 000515-000785  
ORDER NO.: 170256353  
PREMIUM: \$1,000.00  
LIABILITY: \$324,900.00  
DATED: JUNE 27, 2017 @ 8:00 A.M.

- A. ASSURED:  
WELLS FARGO BANK, N.A.

(EXHIBIT 1)

- B. THE ENCUMBRANCE TO BE FORECLOSED IS:

A DEED OF TRUST TO SECURE AN INDEBTEDNESS IN THE AMOUNT SHOWN BELOW,  
AND ANY OTHER OBLIGATIONS SECURED THEREBY

AMOUNT : \$324,900.00  
DATED : AUGUST 17, 2007  
TRUSTOR : AL FOLSOM AND MARILYN J. FOLSOM, AS  
TENANTS BY THE ENTIRETY  
TRUSTEE : FIDELITY NATIONAL TITLE INS CO  
BENEFICIARY : WELLS FARGO BANK, N.A.  
RECORDED : AUGUST 27, 2007, AS INSTRUMENT NO. 2007-  
013336, OF OFFICIAL RECORDS

- C. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED  
TO COVERED BY THIS GUARANTEE IS:

A FEE

- D. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

AL FOLSOM AND MARILYN J. FOLSOM, AS TENANTS BY THE ENTIRETY, AS PROVIDED  
BY INSTRUMENT RECORDED SEPTEMBER 16, 2002, AS INSTRUMENT NO. 2002-013750,  
OF OFFICIAL RECORDS, SUBJECT TO ITEM NO(S). 11 & 4.

E. THE LAND REFERRED TO IN THIS GUARANTEE IS SITUATED IN THE CITY OF DALLAS, COUNTY OF POLK, STATE OF OREGON, AND IS DESCRIBED AS FOLLOWS:

LOT FORTY-NINE (49), MEADOWHAVEN HEIGHTS PHASE III, IN THE CITY OF DALLAS, COUNTY OF POLK AND STATE OF OREGON.

F. EXCEPTIONS:

1. PROPERTY TAXES, AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 2016-2017.

TAX AMOUNT BILLED	:	\$2,509.91
BALANCE DUE	:	\$0.00
SERIAL NO./PROPERTY ID#	:	563204
ACCOUNT NO./ALTERNATE #	:	0201-563204
MAP NO/MAP TAX LOT#	:	07529-AD-05700
LEVY CODE AREA	:	0201

SAID TAX AMOUNTS REFLECT A VETERAN'S EXEMPTION

2. CITY LIENS IN FAVOR OF THE CITY OF DALLAS, IF ANY.

3. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, OF THE REVENUE AND TAXATION CODE OF THE STATE OF OREGON.



PROPERTY TAXES HAVE BEEN DEFERRED UNDER THE PROVISIONS OF THE SENIOR CITIZEN'S DEFERRAL PURSUANT TO STATE LAW AND ARE SUBJECT TO FUTURE COLLECTION BY THE STATE OF OREGON DEPARTMENT OF REVENUE

DOR ACCOUNT NO.	:	12042-40519
TAX ACCOUNT NO.	:	563204
LIEN AMOUNT	:	\$115,568.00
RECORDED	:	JULY 7, 2008, AS INSTRUMENT NO. 2008-008639

PURSUANT TO ORS 311.666 THROUGH 311.701, OR ORS 311.679, THE OREGON DEPARTMENT OF REVENUE HEREBY FILES ITS NOTICE OF TAX DEFERRED PROPERTIES. THE OREGON DEPARTMENT OF REVENUE HAS A LIEN AS OF JULY 1 OF THE TAX YEAR OF INITIAL DEFERRAL OR ON JULY 1, 1990 WHICHEVER IS APPLICABLE.

5. SPECIAL ASSESSMENTS, IF ANY, WHICH ARE NOT BILLED AND COLLECTED BY THE COUNTY TAX ASSESSOR.

6. DEVELOPMENT AGREEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF.

RECORDED : NOVEMBER 2, 2002 NO. 200012020

7. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS DELINEATED OR AS OFFERED FOR DEDICATION, ON THE MAP OF SAID TRACT.

PURPOSE	:	UTILITIES
AFFECTS	:	EASTERLY 10 FEET

- 8. COVENANTS, CONDITIONS AND RESTRICTIONS (BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, CITIZENSHIP, IMMIGRATION STATUS, PRIMARY LANGUAGE, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW) AS SET FORTH IN THE DECLARATION OF RESTRICTIONS

RECORDED : JUNE 6, 2001, AS INSTRUMENT NO. 2001-006955, OF OFFICIAL RECORDS



A DEED OF TRUST TO SECURE AN INDEBTEDNESS IN THE AMOUNT SHOWN BELOW, AND ANY OTHER OBLIGATIONS SECURED THEREBY

AMOUNT : \$324,900.00  
 DATED : AUGUST 17, 2007  
 TRUSTOR : AL FOLSOM AND MARILYN J. FOLSOM, AS TENANTS BY THE ENTIRETY  
 TRUSTEE : FIDELITY NATIONAL TITLE INS CO  
 BENEFICIARY : WELLS FARGO BANK, N.A.  
 RECORDED : AUGUST 27, 2007, AS INSTRUMENT NO. 2007-013336, OF OFFICIAL RECORDS



10. A DEED OF TRUST TO SECURE AN INDEBTEDNESS IN THE AMOUNT SHOWN BELOW, AND ANY OTHER OBLIGATIONS SECURED THEREBY

AMOUNT : \$324,900.00  
 DATED : AUGUST 17, 2007  
 TRUSTOR : MARILYN J FOLSOM AND AL FOLSOM, WIFE AND HUSBAND  
 TRUSTEE : FIDELITY NATIONAL TITLE INS CO  
 BENEFICIARY : THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT  
 RECORDED : AUGUST 27, 2007, AS INSTRUMENT NO. 2007-013337, OF OFFICIAL RECORDS

- 11. INFORMATION PROVIDED TO THE COMPANY INDICATES THAT MARILYN J FOLSOM AND AL FOLSOM MAY BE DECEASED. WE FIND NO PROBATE CASE FILED OF RECORD IN THE COUNTY WHERE SAID LAND IS LOCATED.
- 12. EXCEPT AS SHOWN ON EXHIBIT 1, NO NOTICE OF PENDENCY OF AN ACTION FOR THE FORECLOSURE OF THE ENCUMBRANCE TO BE ENFORCED HAS BEEN RECORDED IN THE COUNTY IN WHICH SAID LAND IS SITUATED.
- 13. THIS GUARANTEE PROVIDES NO ASSURANCES WITH RESPECT TO ANY FACTS, RIGHTS, TITLE, INTERESTS OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORD AS DEFINED IN THIS GUARANTEE, AND IS NOT INTENDED TO SHOW THE NAMES OF PERSONS WHOSE RIGHTS, TITLE, INTERESTS OR CLAIMS ARE NOT SHOWN BY THE PUBLIC RECORDS INCLUDING, WITHOUT LIMITATION, THOSE WHO MAY BE KNOWN TO THE ASSURED OR WHO COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR BY MAKING INQUIRY OF A PERSON IN POSSESSION OF THE LAND.



14. NO COVERAGE IS PROVIDED IN THE EVENT OF AN ADVERSE CLAIM BASED UPON THE ASSERTION THAT THIS GUARANTEE WAS FURNISHED FOR ANY PURPOSE OTHER THAN TO FACILITATE NON-JUDICIAL FORECLOSURE OF THE ENCUMBRANCE SHOWN IN EXHIBIT 1.B., UNLESS THE GUARANTEE IS MODIFIED BY ENDORSEMENT TO REFLECT THE FILING OF A JUDICIAL FORECLOSURE ACTION BY THE ASSURED LENDER SHOWN IN SCHEDULE A.
15. THE ASSURANCES PROVIDED BY THIS GUARANTEE ARE SUBJECT TO ANY FAILURE TO COMPLY WITH BANKRUPTCY STATUTES OR REGULATIONS FOR ANY BANKRUPTCY PROCEEDING THAT MAY OR MAY NOT BE DISCLOSED BY ACTS THAT WOULD AFFORD NOTICE AS TO SAID LAND PURSUANT TO TITLE 11 U.S.C. 549(C) OF THE BANKRUPTCY REFORM ACT OF 1978, AS AMENDED.
16. IF ANY RECORDABLE FORECLOSURE DOCUMENTS ARE EXECUTED BY ATTORNEY-IN-FACT, THEN A POWER OF ATTORNEY MUST BE RECORDED IN OFFICIAL RECORDS THAT CONTAINS ADEQUATE POWERS FOR SUCH EXECUTION.
17. ATTENTION IS CALLED TO THE SERVICEMEMBERS CIVIL RELIEF ACT OF 2003 (108P.L. 189; 117 STAT. 2835; 2003 ENACTED H.R.100) AND AMENDMENTS THERETO AND THE MILITARY RESERVIST ACT OF 1991 (SEC. 800 TO 810, MILITARY VETERANS CODE) WHICH CONTAIN INHIBITIONS AGAINST THE SALE OF LAND UNDER A DEED OF TRUST IF THE OWNER IS ENTITLED TO THE BENEFITS OF SAID ACTS.
18. ATTENTION IS CALLED TO THE FEDERAL TAX LIEN ACT OF 1966 WHICH, AMONG OTHER THINGS, PROVIDES FOR THE GIVING OF WRITTEN NOTICE OF SALE IN A SPECIFIED MANNER TO THE SECRETARY OF TREASURY OR HIS DELEGATE AS A REQUIREMENT FOR THE DISCHARGE OR DIVESTMENT OF A FEDERAL TAX LIEN IN A NON JUDICIAL SALE, AND ESTABLISHES WITH RESPECT TO SUCH LIEN A RIGHT IN THE UNITED STATES TO REDEEM THE PROPERTY WITHIN A PERIOD OF 120 DAYS FROM THE DATE OF ANY SUCH SALE.
19. ATTENTION IS CALLED TO THE FEDERAL DEBT COLLECTION PROCEDURES ACT (28 USC 3001-3308) AND THE PROVISIONS OF 28 USC 2410 (ACTIONS AFFECTING PROPERTY ON WHICH UNITED STATES HAS LIEN) WHICH, AMONG OTHER THINGS PROVIDES FOR WRITTEN NOTICE TO BE GIVEN TO THE UNITED STATES, AND PROVIDES FOR THE DISCHARGE OF THE PROPERTY FROM THE MORTGAGE OR OTHER LIEN HELD BY THE UNITED STATES, AND PROVIDES THAT THE UNITED STATES SHALL HAVE ONE YEAR FROM THE DATE OF SALE WITHIN WHICH TO REDEEM.
20. OREGON REVISED STATUTES 86.740(C) AND 94.709(2) CALL FOR NOTICE TO HOLDERS OF JUNIOR HOMEOWNERS ASSOCIATION LIENS AND SUCH HOLDERS MAY BE DISCLOSED IN THE DECLARATION OF CC&R'S OR THE CONDOMINIUM/P.U.D. RIDER ATTACHED TO THE SUBJECT DEED OF TRUST.
21. THE LATEST TAX BILL FROM THE COUNTY TAX ASSESSOR SHOWS THE SITUS ADDRESS ON SAID LAND AS 627 NW HEATH ST DALLAS OR AND THE PARCEL NO./PROPERTY I.D. NO. AS 563204.

**(END OF EXHIBIT 1)**

(EXHIBIT 2)

RELATIVE TO THE ENCUMBRANCE TO BE ENFORCED, SHOWN ON EXHIBIT 1:

**(TRUSTEE'S SALE, PURSUANT TO ITEMS 1., 3., AND 4. OF THE ASSURANCES ON THE GUARANTEE FACE PAGE)**

THE RETURN ADDRESS FOR MAILING AFTER RECORDING, IF A RETURN ADDRESS IS SHOWN, IS SET FORTH AS IT APPEARS ON EACH DOCUMENT REFERRED TO IN EXHIBIT 1, BY SPECIFIC RECORDING INFORMATION, AND AS SHOWN ON THE DOCUMENT OR DOCUMENTS VESTING TITLE AS SHOWN IN EXHIBIT 1, PARAGRAPH D., ARE SHOWN IN EXHIBIT 2. PART 1, HERE BELOW:

1. IF APPLICABLE, THE NAMES AND RETURN ADDRESS(ES) OF PERSONS, IF A RETURN ADDRESS IS SHOWN, ON THE DOCUMENT REFERRED TO IN EXHIBIT , PARAGRAPH B., OR BY OTHER RECORDING REFERENCES SHOWN, WHO HAVE RECORDED REQUESTS FOR A COPY OF A NOTICE OF SALE OR NOTICE OF DEFAULT, UNDER ORS 86.806 OF THE OREGON TRUST DEED STATUTES, ARE:

NONE

2. IF APPLICABLE, THE NAME AND RETURN ADDRESS(ES) , IF A RETURN ADDRESS IS SHOWN, ON THE DOCUMENT REFERRED TO IN EXHIBIT 1, PARAGRAPH B. ,'THE ENCUMBRANCE TO BE FORECLOSED', IS:

AL FOLSOM  
627 NW HEATH ST  
DALLAS, OR 97338  
(TRUSTOR)

MARILYN J. FOLSOM  
627 NW HEATH ST  
DALLAS, OR 97338  
(TRUSTOR)

3. IF APPLICABLE, THE NAME AND RETURN ADDRESS(ES), IF A RETURN ADDRESS IS SHOWN, OF THE SUCCESSOR IN INTEREST TO THE GRANTOR, PURSUANT TO THE DOCUMENT(S) REFERENCED IN EXHIBIT 1, IS:

AL FOLSOM  
2445 SW MAPLEWOOD DRIVE  
DALLAS, OR 97338  
(VESTEE)

MARILYN J. FOLSOM  
2445 SW MAPLEWOOD DRIVE  
DALLAS, OR 97338  
(VESTEE)

4. IF APPLICABLE THE NAMES AND RETURN ADDRESS(ES), IF A RETURN ADDRESS IS SHOWN, OF ADDITIONAL PERSONS WHO ARE ENTITLED, UNDER THE OREGON TRUST DEED STATUTES, ORS 86.705 ET SEQ., TO RECEIVE NOTICE OF SALE; PURSUANT TO THE RECORDING REFERENCES OF THE DOCUMENTS SHOWN IN EXHIBIT 1, ARE:

PROPERTY TAX DIVISION, DEFERRAL UNIT  
OREGON DEPARTMENT OF REVENUE  
PO BOX 14380  
SALEM, OR 97309-5075  
(REFERS TO ITEM(S) 4)

SECRETARY OF HOUSING AND URBAN DEVELOPMENT  
451 SEVENTH STREET, S.W.  
WASHINGTON, DC 20410  
(REFERS TO ITEM(S) 10)

SECRETARY OF HOUSING AND URBAN DEVELOPMENT  
C/O WELLS FARGO BANK, N.A.  
1000 BLUE GENTIAN ROAD  
EAGAN, MN 55121  
(REFERS TO ITEM(S) 10)

NOTE REGARDING TRUST DEED ASSIGNMENTS, APPOINTMENTS OF SUCCESSOR TRUSTEE AND MERS: ORS 86.735 REQUIRES, AMONG OTHER PROVISIONS, THAT ANY WRITTEN ASSIGNMENT OF A TRUST DEED AND ANY APPOINTMENT OF SUCCESSOR TRUSTEE BE RECORDED FOR A FORECLOSURE BY ADVERTISEMENT AND SALE. OREGON CASE LAW DOES NOT RECOGNIZE MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) AS A BENEFICIARY OF A TRUST DEED. FOR ANY CLAIM UNDER THIS GUARANTEE OR FOR POST-FORECLOSURE TITLE INSURANCE, THE BENEFICIARY OR TRUSTEE MAY BE REQUIRED TO DOCUMENT FOR THE INSURER THE OWNERSHIP OF THE INDEBTEDNESS SECURED BY THE TRUST DEED AND TO DOCUMENT THE AUTHORITY OF MERS TO EXECUTE AN APPOINTMENT OF SUCCESSOR TRUSTEE OR OTHER FORECLOSURE-RELATED INSTRUMENT ON BEHALF OF THE OWNER OF THE SECURED INDEBTEDNESS.

**(JUDICIAL FORECLOSURE, PURSUANT TO ITEMS 1, AND 2, OF THE ASSURANCES ON THE GUARANTEE FACE PAGE)**

1. THE VESTEE NAMED IN EXHIBIT 1., PARAGRAPH D. AND PARTIES CLAIMING TO HAVE SOME RIGHT, TITLE OR INTEREST BY REASON OF THE MATTERS SHOWN IN THIS GUARANTEE MAY BE NECESSARY PARTIES DEFENDANT IN A JUDICIAL FORECLOSURE ACTION. THIS COMPANY CANNOT OFFER LEGAL ADVICE AS TO WHOM AMONG THESE PARTIES THE ASSURED MUST NAME AS DEFENDANT, BUT THE GUARANTEE IDENTIFIES THE NAMES AS SHOWN ON ANY EXHIBIT 1 DOCUMENT REFERRED TO HERE.

2. AS OF THE DATE OF THIS GUARANTEE, THE NAMES OF PERSONS APPEARING IN THE PUBLIC RECORD CLAIMING TO HAVE A RIGHT, TITLE, OR INTEREST IN THE LAND SHOWN IN EXHIBIT 1. PARAGRAPH E. ARE AS FOLLOWS:

AL FOLSOM

MARILYN J. FOLSOM

SECRETARY OF HOUSING AND URBAN DEVELOPMENT

PROPERTY TAX DIVISION, DEFERRAL UNIT OREGON DEPARTMENT OF REVENUE

3. THE RETURN ADDRESS FOR MAILING AFTER RECORDING, IF A RETURN ADDRESS IS SHOWN, IS SET FORTH AS IT APPEARS ON EACH DOCUMENT REFERRED TO IN EXHIBIT 1, BY SPECIFIC RECORDING INFORMATION, AND AS SHOWN ON THE DOCUMENT OR DOCUMENTS VESTING TITLE AS SHOWN IN EXHIBIT 1, PARAGRAPH D., ARE SHOWN HERE BELOW:

AL FOLSOM  
627 NW HEATH ST  
DALLAS, OR 97338  
(TRUSTOR)

MARILYN J. FOLSOM  
627 NW HEATH ST  
DALLAS, OR 97338  
(TRUSTOR)

AL FOLSOM  
2445 SW MAPLEWOOD DRIVE  
DALLAS, OR 97338  
(VESTEE)

MARILYN J. FOLSOM  
2445 SW MAPLEWOOD DRIVE  
DALLAS, OR 97338  
(VESTEE)

PROPERTY TAX DIVISION, DEFERRAL UNIT  
OREGON DEPARTMENT OF REVENUE  
PO BOX 14380  
SALEM, OR 97309-5075  
(REFERS TO ITEM(S) 4)

ORDER NO: 170256353

SECRETARY OF HOUSING AND URBAN DEVELOPMENT  
451 SEVENTH STREET, S.W.  
WASHINGTON, DC 20410  
(REFERS TO ITEM(S) 10)

SECRETARY OF HOUSING AND URBAN DEVELOPMENT  
C/O WELLS FARGO BANK, N.A.  
1000 BLUE GENTIAN ROAD  
EAGAN, MN 55121  
(REFERS TO ITEM(S) 10)

**(END OF EXHIBIT 2)**

ORDER NO: 170256353

**EXHIBIT "A"**

**REF. NO.: 000515-000785**

LOT FORTY-NINE (49), MEADOWHAVEN HEIGHTS PHASE III, IN THE CITY OF DALLAS, COUNTY OF POLK AND STATE OF OREGON.

National Title Insurance of New York, Inc.

GUARANTEE -- COMBINATION FORM

OREGON

SERVICELINK TITLE COMPANY OF OREGON, LLC  
3220 EL CAMINO REAL, IRVINE, CA 92602  
(714) 247-7000 • (800) 323-0165

TRANSMITTAL

TO:

DATE: JULY 10, 2017

ALDRIDGE | PITE, LLP (FKA PITE DUNCAN, LLP)  
4375 JUTLAND DR  
SAN DIEGO, CA 92117

ATTN:

REF. NO.: 000515-000785  
ORDER NO.: 170256353

PLEASE FIND ENCLOSED HERewith ITEMS CHECKED BELOW:

- CERTIFIED COPY
- OWNERS POLICY
- ALTA POLICY
- CORRECTED GUARANTEE, POLICY AND/OR ENDORSEMENT
- ENDORSEMENT
- PRELIMINARY REPORT
- SUPPLEMENTAL REPORT
- TRUSTEE'S SALE GUARANTEE (WITH OPTION FOR JUDICIAL FORECLOSURE)**



MIKE SCOTT, TITLE OFFICER