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Court clerk has not verified the figures in this writ. If you have questions regarding this writ, please contact your legal counsel, the issuing attorney or company. Debtor may contest this writ by filing a claim of exemption.

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

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

Plaintiff,

vs.

BEVERLY A. BEAUMONT; JAY A.H.
BEAUMONT AKA JAY A. BEAUMONT
AKA JAY BEAUMONT; UNITED STATES
OF AMERICA; STATE OF OREGON; EGP
INVESTMENTS, LLC; FIRST FINANCIAL
INVESTMENT FUND; OCCUPANTS OF
THE PROPERTY,

Defendants.

Case No.: 17CV01564

WRIT OF EXECUTION IN
FORECLOSURE

TO THE MULTNOMAH COUNTY SHERIFF:

A Judgment of Foreclosure was entered and docketed in this case on March 13, 2018. A true copy of the Judgment is attached hereto. The Judgment was entered in favor of the Plaintiff:

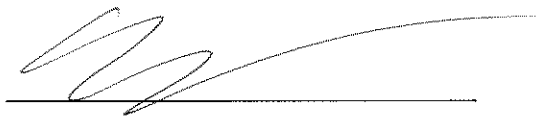
NATIONSTAR MORTGAGE LLC
D/B/A CHAMPION MORTGAGE COMPANY
c/o Andreanna Smith
Attorney for Plaintiff
McCarthy & Holthus, LLP
920 SW 3rd Ave, 1st Floor
Portland, OR 97204

1 With the adjudicated amount due of \$311,937.27, plus post judgment interest at the statutory rate
2 of 9.0% per annum from March 13, 2018 to April 10, 2018 in the amount of \$2,153.76, and
3 continuing with a per diem of \$76.92, currently totaling \$314,091.03.

4 **NOW, THEREFORE, IN THE NAME OF THE STATE OF OREGON**, you are
5 hereby commanded to sell, in the manner prescribed by law for the sale of real property on
6 execution (subject to redemption of 180 days), all of the interest that the Defendant had on or
7 about December 28, 2007, the date of the Deed of Trust, and also the interest that the Defendant
8 had thereafter, in the real property described as follows in attached Exhibit 1, APN/Parcel #
9 R109639, and commonly known as 336 North East 143rd Avenue, Portland, OR 97230.

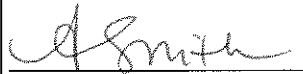
10 Sale of the property is to satisfy the sum listed above, plus the costs incurred in
11 performing this Writ. Pursuant to ORS 18.872, you are authorized to continue execution under
12 the writ and delay making a return on the writ to no later than 150 days from receipt of the writ.
13 You are to make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

15 4/11/18

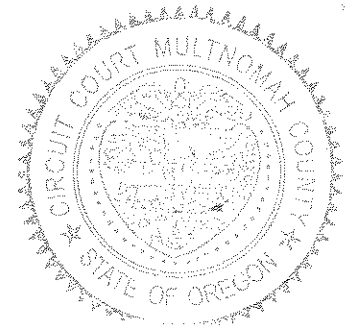


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17
18 Dated: 4/6/2018 and submitted by:

19 **McCarthy & Holthus, LLP**

20 

21 Andreanna Smith OSB No. 131336
22 920 SW 3rd Ave, 1st Floor
23 Portland, OR 97204
24 Phone: (971) 201-3200
25 Fax: (971) 201-3202
26 ansmith@mccarthyholthus.com
27 Of Attorneys for Plaintiff
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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

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

Plaintiff,

vs.

BEVERLY A. BEAUMONT; JAY A.H.
BEAUMONT AKA JAY A BEAUMONT
AKA JAY BEAUMONT; UNITED
STATES OF AMERICA; STATE OF
OREGON; EGP INVESTMENTS, LLC;
FIRST FINANCIAL INVESTMENT FUND;
OCCUPANTS OF THE PROPERTY,

Defendants.

Case No.: 17CV01564

GENERAL JUDGMENT OF
FORECLOSURE

1.

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

- a. Defendants JAY A.H. BEAUMONT AKA JAY A BEAUMONT AKA JAY BEAUMONT; UNITED STATES OF AMERICA; STATE OF OREGON; EGP INVESTMENTS, LLC; FIRST FINANCIAL INVESTMENT FUND; 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. BEVERLY A. BEAUMONT was dismissed from this action;

2.

IT IS HEREBY ADJUDGED that Plaintiff shall have judgment as follows:

1 a. The real property to which this judgment relates is located and situated in Multnomah
2 County, Oregon, and is commonly known as 336 North East 143rd Avenue, Portland, OR
3 97230 (the "Subject Property"), legally described as shown in the attached *Exhibit 1*, and
4 having APN/Parcel No. R109639.

5 b. Plaintiff is entitled to enforce the note dated December 28, 2007 and made, delivered, and
6 executed by BEVERLY A. BEAUMONT and JAY A.H. BEAUMONT to HOME CAPITAL
7 FUNDING in the amount of up to \$457,425.00 (the "Note"). The Note was transferred to
8 Plaintiff by delivery of possession and by indorsement set forth on the Note.

9 c. A deed of trust was made, executed, and delivered by Defendants BEVERLY A.
10 BEAUMONT and JAY A.H. BEAUMONT on or about December 28, 2007 (the "Deed of
11 Trust"). The Deed of Trust was recorded on June 18, 2008 as Instrument No. 2008-091925 in
12 the official records of Multnomah County, Oregon. The Deed of Trust was assigned to
13 Plaintiff via an Assignment of the Deed of Trust recorded August 1, 2008, as Instrument No.
14 2008-112979 in Multnomah County Records. The Deed of Trust is a valid and perfected lien
15 against all of the Property for and securing the Amount Due. The lien of the Plaintiff is
16 superior to any interest, lien, or claim of the Defendants and shall remain in effect until
17 issuance of a Sheriff's Deed.

18 d. Borrowers vacated the Property at which time the Property ceased from being their primary
19 residence. A Mortgage Due and Payable Notification dated December 16, 2015 was sent to
20 notify the Borrowers that the reverse mortgage was in default due to non-occupancy of the
21 Property. The amount of debt secured by the Deed of Trust that is now due and owing is
22 comprised of the following amounts (the "Amount Due"):

- 23 a) Unpaid principal balance: \$215,215.96
24 b) Prejudgment interest accruing from \$46,309.66
25 12/10/2015 through 1/31/2018 and
26 continuing until the entry of
judgment at the current Note rate of
4.53%:
27 c) Additional amounts due under the \$43,369.10

terms of the loan:

d) Attorney fees and costs:	\$6,957.55
e) Prevailing party fee (ORS 20.190 (1)(a)):	\$85.00
Total:	\$311,937.27

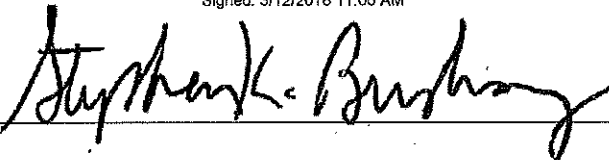
Pursuant to ORS 82.010 (2), post-judgment interest shall accrue on the Amount Due from the date of entry of this judgment through the sale of the Subject Property at the rate of 9.00% per annum.

- e. The interest of the Defendants and any successor in interest in the Subject Property is foreclosed and terminated excepting only any statutory right of redemption as provided by Oregon law.
- f. Pursuant to 38 U.S.C. § 3720 (d), because the United States' lien is subordinate to the Plaintiff's lien and is guaranteed/insured by the FHA, the federal government does not have a 28 U.S.C. § 2410(c) one-year redemption right in this case.
- g. The Defendants are not entitled to a homestead exception as against Plaintiff's judgment.
- h. All right, title and interest in the Subject Property that Defendants BEVERLY A. BEAUMONT and JAY A.H. BEAUMONT had as of the date of the Deed of Trust or thereafter acquired is hereby ordered to be sold by the Multnomah County Sheriff's Office in accordance with the process for sale upon execution, and the proceeds of sale shall be applied:
 - 1) First, to the costs of sale not incurred by Plaintiff;
 - 2) Second, to the Amount Due, plus post-judgment interest accruing from the date of entry of judgment through the date of the sale and any incurred costs of sale;
 - 3) Third, the surplus, if any, to the Defendants in the priority as their interest may appear, described *infra*, or to the clerk of the court to be distributed by the Court to such party or parties as they may establish their right thereto.

- 1 i. Plaintiff may become purchaser at the sale of the Subject Property and, pursuant to ORS
2 18.936 (2), may credit bid up to the Amount Due, plus post-judgment interest accruing from
3 the date of entry of judgment through the date of the sale and any incurred costs of sale.
- 4 j. The purchaser at the sale is entitled to exclusive and immediate possession of the Subject
5 Property from and after the date of the sale and is entitled to such remedies as are available at
6 law or in equity to secure possession. The purchaser at the sale may apply to the Court for a
7 writ of assistance if any Defendant, other party, or other person shall refuse to surrender
8 possession to the purchaser immediately upon the purchaser's demand for possession.
- 9 k. In the event the proceeds of sale are insufficient to pay the Amount Due, Plaintiff shall not be
10 entitled to any further or other judgment, including a judgment for the deficiency.
- 11 l. If, before the sale, the Amount Due is brought into court and paid to the clerk, the execution,
12 if issued, shall be recalled and the effect of the judgment as to the Amount Due shall be
13 terminated.
- 14 m. Pursuant to ORS 18.950 (4), the apparent priority of liens subsequent and inferior to the
15 Deed of Trust are as follows:
- 16 i. Defendant UNITED STATES OF AMERICA may claim an interest in the Subject
17 Property under the terms of an additional, subordinate note and deed of trust,
18 associated with this loan issued to the Secretary of Housing and Urban Development
19 (the "HUD Loan") in the amount of \$457,425.00. The deed of trust associated with
20 the HUD Loan is recorded in the official records of Multnomah County as Instrument
21 No. 2008-091924 on June 18, 2008. A subordination Agreement was then recorded
22 on March 30, 2016 as instrument No. 2008-091925.
- 23 ii. Defendant STATE OF OREGON has or may have a lien against the Property under
24 the State of Oregon tax deferral program.
- 25 iii. Defendant EGP INVESTMENTS, LLC may claim an interest in Subject Property by
26 virtue of a judgment entered on December 27, 2010 in the Circuit Court of
27 Multnomah County, Case No. 101116138.
- 28

1 iv. Defendant FIRST FINANCIAL INVESTMENT FUND may claim an interest in
2 Subject Property by virtue of a judgment entered on July 11, 2014 in the Circuit Court
3 of Multnomah County.
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Signed: 3/12/2018 11:06 AM

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10 **Circuit Court Judge Stephen K. Bushong**
11 **proxy signed by SG**

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

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

13 Each opposing party affected by this order or judgment has stipulated to the order or
14 judgment, as shown by each opposing party's signature on the document being
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
confirmation of approval sent to me.

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

18 No objection has been served on me.

19 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.

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

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

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

23 Service is not required pursuant to subsection (3) of this rule, or by statute, rule, or
24 otherwise.
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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: 3/8/2018 and submitted by:

6 **McCarthy & Holthus, LLP**

7 s/ Andreanna C. Smith

8 Andreanna Smith OSB No. 131336

9 920 SW 3rd Ave, 1st Floor

10 Portland, OR 97204

11 Phone: (971) 201-3200

12 Fax: (971) 201-3202

13 ansmith@mccarthyholthus.com

14 Of Attorneys for Plaintiff

EXHIBIT "1"

The South 1/2 of Lot 165, ASCOT ACRES, in the County of Multnomah and State of Oregon.