

pd 4/5-
5-
2-
13

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.

JUN 14 PM 3:55

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

JPMORGAN CHASE BANK, N.A.,

Case No.: 17CV20828

Plaintiff,

vs.

WRIT OF EXECUTION IN
FORECLOSURE

SENA K. MCCARTHY; OCCUPANTS OF
THE PROPERTY,

Defendants.

TO THE MULTNOMAH COUNTY SHERIFF:

A Judgment of Foreclosure was entered and docketed in this case on March 19, 2018. A true copy of the Judgment is attached hereto. The Judgment was entered in favor of the Plaintiff:

JPMORGAN CHASE BANK, N.A.
c/o Robert Hakari, Attorney for Plaintiff
McCarthy & Holthus, LLP
920 SW 3rd Ave, 1st Floor
Portland, OR 97204

With the adjudicated amount due of \$157,352.25, plus post judgment interest at the statutory rate of 9.0% per annum from judge March 19, 2018 to April 13, 2018 in the amount of \$969.98, and continuing with a per diem of \$38.80, currently totaling \$158,322.23.

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 August 29, 2007, the date of the Deed of Trust, and also the interest that the Defendant had thereafter, in the real property described in Exhibit 1, APN/Parcel #R203927, and commonly known as 3908 SE Oak Street, Portland, OR 97214.

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

4/11/18

8 Submitted by:

9 **McCarthy & Holthus, LLP**

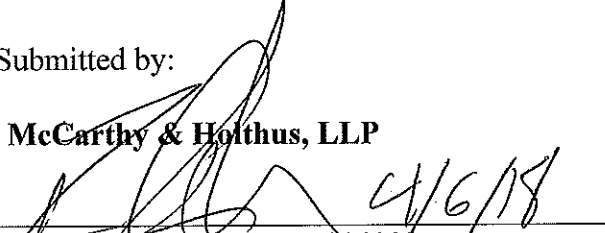
10  4/6/18
11 Robert Hakari OSB No. 114082
12 920 SW 3rd Ave, 1st Floor
13 Portland, OR 97204
14 Phone: (971) 201-3200
15 Fax: (971) 201-3202
16 rhakari@mccarthymholthus.com
17 Of Attorneys for Plaintiff



EXHIBIT 1

LOT 1, BLOCK 96, LAURELHURST, IN THE CITY OF PORTLAND, COUNTY OF MULTNOMAH AND STATE OF OREGON.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

JPMORGAN CHASE BANK, N.A.,

Plaintiff,

vs.

SENA K. MCCARTHY; OCCUPANTS
OF THE PROPERTY;

Defendants.

Case No.: 17CV20828

GENERAL JUDGMENT OF
FORECLOSURE

1.

THIS MATTER came before the Court on Plaintiff's motion. All 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 Multnomah County, Oregon, and is commonly known as 3908 SE Oak Street, Portland, OR 97214 (the "Subject Property"), legally described as shown in the attached *Exhibit 1*, and having APN/Parcel No. R203927.
- b. Plaintiff is entitled to enforce the note dated August 29, 2007 and made, delivered, and executed by Defendant SENA K. MCCARTHY ("Borrower") to Washington Mutual Bank in the amount of \$150,000.00 (the "Note"). The Note was transferred to Plaintiff by delivery of possession and by indorsement set forth on the Note.
- c. A deed of trust was made, executed, and delivered by Borrower on or about August 29, 2007

1 (the "Deed of Trust"). The Deed of Trust was recorded on September 18, 2007 as Instrument
2 No. 2007-166361 in the official records of Multnomah County, Oregon. The Deed of Trust
3 is a valid and perfected lien against all of the Property for and securing the Amount Due.
4 The lien of the Plaintiff is superior to any interest, lien, or claim of the Defendants and shall
5 remain in effect until issuance of a Sheriff's Deed.

6 d. The Borrower failed to make the payment that was due for April 1, 2015 and has not cured
7 the default. The amount of debt secured by the Deed of Trust that is now due and owing is
8 comprised of the following amounts (the "Amount Due"):

9	a) Unpaid principal balance:	\$148,352.01
10	b) Prejudgment interest accruing from	
11	3/1/2015 through 3/13/2018 and	
12	continuing until the entry of	
	judgment at the current Note rate of	
	1.0%:	\$4,600.56
13	c) Additional amounts due under the	\$0.00
14	terms of the loan:	
15	d) Attorney fees and costs:	\$4,314.68
16	e) Prevailing party fee (ORS 20.190	\$85.00
	(1)(a)):	
17	Total:	\$157,352.25

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

21 c. The interest of the Defendants and any successor in interest in the Subject Property is
22 foreclosed and terminated excepting only any statutory right of redemption as provided by
23 Oregon law.

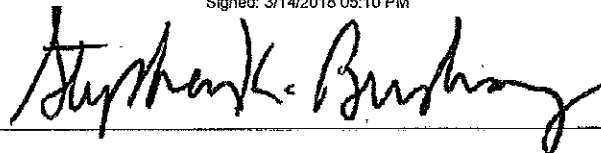
24 f. The Defendants are not entitled to a homestead exception as against Plaintiff's judgment.

25 g. All right, title and interest in the Subject Property that Borrower had as of the date of the
26 Deed of Trust or thereafter acquired is hereby ordered to be sold by the Multnomah County
27 Sheriff's Office in accordance with the process for sale upon execution, and the proceeds of
28

1 sale shall be applied:

- 2 1) First, to the costs of sale not incurred by Plaintiff;
- 3 2) Second, to the Amount Due, plus post-judgment interest accruing from the date of
- 4 entry of judgment through the date of the sale and any incurred costs of sale;
- 5 3) Third, the surplus, if any, to the Defendants in the priority as their interest may
- 6 appear, described *infra*, or to the clerk of the court to be distributed by the Court to
- 7 such party or parties as they may establish their right thereto.
- 8 h. Plaintiff may become purchaser at the sale of the Subject Property and, pursuant to ORS
- 9 18.936 (2), may credit bid up to the Amount Due, plus post-judgment interest accruing from
- 10 the date of entry of judgment through the date of the sale and any incurred costs of sale.
- 11 i. The purchaser at the sale is entitled to exclusive and immediate possession of the Subject
- 12 Property from and after the date of the sale and is entitled to such remedies as are available at
- 13 law or in equity to secure possession. The purchaser at the sale may apply to the Court for a
- 14 writ of assistance if any Defendant, other party, or other person shall refuse to surrender
- 15 possession to the purchaser immediately upon the purchaser's demand for possession.
- 16 j. In the event the proceeds of sale are insufficient to pay the Amount Due, Plaintiff shall not be
- 17 entitled to any further or other judgment, including a judgment for the deficiency.
- 18 k. If, before the sale, the Amount Due is brought into court and paid to the clerk, the execution,
- 19 if issued, shall be recalled and the effect of the judgment as to the Amount Due shall be
- 20 terminated.
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

Signed: 3/14/2018 05:10 PM



Circuit Court Judge Stephen K. Bushong
proxy signed by LD

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

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

Each opposing party affected by this order or judgment has stipulated to the order or judgment, as shown by each opposing party's signature on the document being submitted.

Each opposing party affected by this order or judgment has approved the order or judgment, as shown by signature on the document being submitted or by written confirmation of approval sent to me.

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

No objection has been served on me.

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.

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

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

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

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

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 (4) of this rule.

Other: _____

McCarthy & Holthus, LLP

s/ Robert B. Hakari 3/13/18

Robert Hakari OSB No. 114082
920 SW 3rd Ave, 1st Floor
Portland, OR 97204
Phone: (971) 201-3200
Fax: (971) 201-3202
rhakari@mccarthyholthus.com
Of Attorneys for Plaintiff

EXHIBIT 1

LOT 1, BLOCK 96, LAURELHURST, IN THE CITY OF PORTLAND, COUNTY OF MULTNOMAH AND
STATE OF OREGON.