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

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11 **IN THE CIRCUIT COURT OF THE STATE OF OREGON**  
12  
13 **FOR THE COUNTY OF MULTNOMAH**

14 FEDERAL NATIONAL MORTGAGE  
15 ASSOCIATION, its successors in interest  
16 and/or assigns,

Case No.: 16CV07474

17 Plaintiff,

WRIT OF EXECUTION IN  
FORECLOSURE

18 v.

19 JULIE M. SCHLAFLE; NEW COLUMBIA  
20 OWNERS ASSOCIATION; AND  
21 OCCUPANTS OF THE PREMISES,

22 Defendants.

23 **TO THE MULTNOMAH COUNTY SHERIFF:**

24 A Judgment of Foreclosure was entered and docketed in this case on April 14, 2017. A  
25 true copy of the Judgment is attached hereto. The Judgment was entered in favor of the Plaintiff:

26 FEDERAL NATIONAL MORTGAGE ASSOCIATION ("FNMA")  
27 c/o Bryan Kidder  
28 Attorney for Plaintiff  
McCarthy & Holthus, LLP  
920 SW 3rd Ave, 1st Floor  
Portland, OR 97204

With the adjudicated amount due of \$169,953.87, plus post judgment interest at the rate of  
5.625% per annum from April 14, 2017 to February 12, 2018 in the amount of \$7,962.22, and  
continuing with a *per diem* of \$26.19, currently totaling \$177,916.09.

1           **NOW, THEREFORE, IN THE NAME OF THE STATE OF OREGON**, you are  
2 hereby commanded to sell, in the manner prescribed by law for the sale of real property on  
3 execution (subject to redemption of 180 days), all of the interest that the Defendant had on or  
4 about September 20, 2005, the date of the Deed of Trust, and also the interest that the Defendant  
5 had thereafter, in the real property described as follows in attached Exhibit 1, APN/Parcel #  
6 R576702, and commonly known as: 4933 N CECELIA ST, PORTLAND, OR 97203.

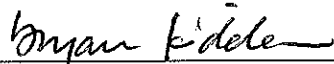
7           Sale of the property is to satisfy the sum listed above, plus the costs incurred in  
8 performing this Writ. Pursuant to ORS 18.872, you are authorized to continue execution under  
9 the writ and delay making a return on the writ to no later than 150 days from receipt of the writ.  
10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

2/16/18

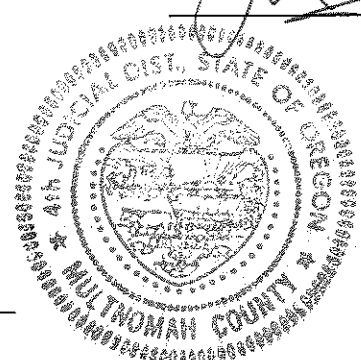


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15 Dated: 6 FEB 2018 and submitted by:

16  
17 **McCarthy & Holthus, LLP**

18 

19 Bryan Kidder, OSB No. 140459  
20 920 SW 3rd Ave, 1st Floor  
21 Portland, OR 97204  
22 Phone: (971) 201-3200  
23 Fax: (971) 201-3202  
24 [bkidder@mccarthyholthus.com](mailto:bkidder@mccarthyholthus.com)  
25 Of Attorneys for Plaintiff  
26  
27  
28



**Exhibit 1**  
**Legal Description**

**A FEE AS TO THE FOLLOWING:**

**ALL BUILDINGS AND IMPROVEMENTS SITUATED ON LOT 5, NEW COLUMBIA, IN THE CITY OF PORTLAND, COUNTY OF MULTNOMAH AND STATE OF OREGON, WHICH BUILDINGS AND IMPROVEMENTS ARE AND SHALL REMAIN REAL PROPERTY.**

**AND**

**A LEASEHOLD, AS CREATED BY THAT CERTAIN DOCUMENT ENTITLED MEMORANDUM OF LEASE RECORDED SEPTEMBER 15, 2005, AS RECORDING NO. 2005-181893, AS TO THE FOLLOWING:**

**LOT 5, NEW COLUMBIA, IN THE CITY OF PORTLAND, COUNTY OF MULTNOMAH AND STATE OF OREGON.**

**EXCEPTING THEREFROM ALL BUILDINGS AND IMPROVEMENTS SITUATED THEREON, WHICH BUILDINGS AND IMPROVEMENTS ARE AND SHALL REMAIN REAL PROPERTY.**

**Assessor's Property Tax Parcel/Account Number:  
R576702**

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

FEDERAL NATIONAL MORTGAGE  
ASSOCIATION, its successors in interest and/or  
assigns,

Plaintiff,

v.

JULIE M SCHLAFLE; NEW COLUMBIA  
OWNERS ASSOCIATION; AND  
OCCUPANTS OF THE PREMISES,

Defendants.

Case No. 16CV07474

GENERAL JUDGMENT OF  
FORECLOSURE AND SALE AND  
DECLARATORY RELIEF AGAINST:

- (1) JULIE M. SCHLAFLE;
- (2) NEW COLUMBIA OWNERS ASSOCIATION;
- (3) OCCUPANTS OF THE PREMISES

1.

THIS MATTER coming regularly before the Court on this day and it appearing from the record herein that plaintiff Federal National Mortgage Association, its successors in interest and/or assigns ("Plaintiff"), filed its First Amended Complaint for deed of trust foreclosure and declaratory relief; that defendants Julie M Schlafle; New Columbia Owners Association; and Occupants of the Premises were duly served with the Summons and Complaint as required by law; that defendants Julie M Schlafle; New Columbia Owners Association; and Occupants of the Premises failed to appear; and that an Order of Default has been entered against them on Plaintiff's Complaint and, consequently this General Judgment of foreclosure is submitted in accordance with UTCR 5.100 (3)(c).

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2.

Plaintiff hereby requests this general judgment for foreclosure and sale be entered into the Court's register to accomplish the following: to foreclose any and all interest of defendants Julie M Schlafle; New Columbia Owners Association; and Occupants of the Premises in the real property subject to this foreclosure action, located at 4933 North Cecelia Street, Portland, Oregon 97203 (the "Property").

3.

The court being fully advised in the Premise, finding good cause exists so this general judgment of foreclosure and sale may be entered in favor of Plaintiff and against Julie M Schlafle; New Columbia Owners Association; and Occupants of the Premises, all of them, it is hereby

**ORDERED AND ADJUDGED:**

4.

That the Deed of Trust dated September 20, 2005, executed by Julie M. Schlafle for the benefit of Washington Mutual Bank, a Washington Cooperation ("Deed of Trust"), recorded on September 22, 2005 as Instrument No. 2005-181894 in the official records of Multnomah County, Oregon, re-recorded on February 28, 2012 as Instrument No. 2012-022779, modified by the loan modification agreement dated February 1, 2012, and subsequently assigned to Plaintiff by way of an assignment recorded on September 2, 2014 as Instrument No. 2014-086642, is a valid lien for the amount due and owing as set forth in Paragraph 13 herein, against the Property situated in Multnomah County, Oregon, and described as follows

**A FEE AS TO THE FOLLOWING:  
ALL BUILDINGS AND IMPROVEMENTS SITUATED ON LOT 5,  
NEW COLUMBIA, IN THE CITY OF PORTLAND, COUNTY OF  
MULTNOMAH AND STATE OF OREGON, WHICH BUILDINGS**

1 AND IMPROVEMENTS ARE AND SHALL REMAIN REAL  
PROPERTY.

2 AND

3 A LEASEHOLD, AS CREATED BY THAT CERTAIN DOCUMENT  
4 ENTITLED MEMORANDUM OF LEASE RECORDED  
5 SEPTEMBER 15, 2005, AS RECORDING NO. 2005-181893, AS TO  
THE FOLLOWING:

6 LOT 5, NEW COLUMBIA, IN THE CITY OF PORTLAND,  
COUNTY OF MULTNOMAH AND STATE OF OREGON.

7 EXCEPTING THEREFROM ALL BUILDINGS AND  
8 IMPROVEMENTS SITUATED THEREON, WHICH BUILDINGS  
AND IMPROVEMENTS ARE AND SHALL REMAIN REAL  
PROPERTY.

9 5.

10 That the lien of the Deed of Trust is superior to any interest, lien, or claim of defendants Julie M  
11 Schlafle; New Columbia Owners Association; and Occupants of the Premises in the Property, and that  
12 said Deed of Trust is hereby foreclosed by this Court on the Property.

13 **DECLARATORY RELIEF**

14 6.

15 **REFORMATION OF THE DEED OF TRUST TO ADD CORRECT LEGAL DESCRIPTION:**

16 Under the terms of the Loan, Julie M Schlafle agreed to irrevocably grant and convey the Property to  
17 a Trustee with power of sale, as security for the Loan and for the benefit of Lender, its successors in  
18 interest and assigns. However, contrary to the contemplation and intent of the parties, the Deed of Trust  
19 was recorded with an incorrect legal description of the subject Property whereby the leasehold was not  
20 addressed. The legal description in the Deed of Trust is as follows:  
21

22  
23 LOT 5, NEW COLUMBIA, IN THE CITY OF PORTLAND,  
24 MULTNOMAH COUNTY, OREGON. TOGETHER WITH AN  
25 EASEMENT FOR INGRESS AND EGRESS AND PUBLIC  
26 UTILITIES UPON, OVER AND ACROSS TRACT C, AS  
DESIGNATED AND DELINEATED ON THE PLAT AND IN THE  
DECLARATION OF COVENANTS, CONDITIONS AND

1 RESTRICTIONS OF NEW COLUMBIA.

2 The legal description in the Deed of Trust does not match the legal description of the Property  
3 maintained in the Multnomah County real property records because of the error described above. The  
4 correct legal description, and the description maintained in the Multnomah County real property records  
5 is as follows:

6 A FEE AS TO THE FOLLOWING:

7  
8 ALL BUILDINGS AND IMPROVEMENTS SITUATED ON LOT 5,  
9 NEW COLUMBIA, IN THE CITY OF PORTLAND, COUNTY OF  
10 MULTNOMAH AND STATE OF OREGON, WHICH BUILDINGS  
AND IMPROVEMENTS ARE AND SHALL REMAIN REAL  
PROPERTY.

11 AND

12 A LEASEHOLD, AS CREATED BY THAT CERTAIN DOCUMENT  
13 ENTITLED MEMORANDUM OF LEASE RECRDED SEPTEMBER  
14 15, 2005, AS RECORDING NO. 2005-181893, AS TO THE  
FOLLOWNG:

15 LOT 5, NEW COLUMBIA, IN THE CITY OF PORTLAND,  
16 COUNTY OF MULTNOMAH AND STATE OF OREGON.

17 EXCEPTING THEREFROM ALL BUILDINGS AND  
18 IMPROVEMENTS SITUATED THEREON, WHICH BUILDINGS  
19 AND IMPROVEMENTS ARE AND SHALL REMAIN REAL  
PROPERTY.

20 Therefore, Plaintiff requests declaratory relief from the Court to reform the Deed of Trust by striking  
21 the incorrect legal description contained in the Deed of Trust, and replacing it with the full and  
22 correct legal description as maintained in the Multnomah County Real property records.

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7.

That defendants Julie M Schlafle; New Columbia Owners Association; and Occupants of the Premises, each of them, and all parties claiming by, through, or under them as purchasers, encumbrances, or otherwise, are forever barred and foreclosed of all interests, liens, or claims in the Property, and every portion thereof, excepting only the statutory right of redemption provided by the laws of the State of Oregon.

8.

That defendants Julie M Schlafle; New Columbia Owners Association; and Occupants of the Premises, all of them, are not entitled to a homestead exemption as against Plaintiff's Deed of Trust.

9.

That all of the right, title and interest which Julie M. Schlafle had on September 20, 2005, the date of the Deed of Trust, and all of the right, title and interest defendants Julie M Schlafle; New Columbia Owners Association; and Occupants of the Premises and any successor thereafter had in and to the real Property is hereby ordered to be sold by law, and the proceeds of sale shall be applied first toward the sheriff's fees and costs of sale, then toward the satisfaction of the amount due and owing set forth in Paragraph 13 herein; and the surplus, if any, to the Clerk of the Court to be disbursed to such party or parties as may establish their right thereto.

10.

That Plaintiff may become purchaser at the sheriff's sale of the Property and may bid up to the aggregate amount due and owing set forth in Paragraph 13 herein, plus interest from the date of this Judgment until sale without advancing any cash except money required for the sheriff's sale.

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11.

That the Plaintiff, if the successful purchaser of the Property at the sheriff's sale, reserves the right to motion the court after sale for exclusive and immediate possession of the Property through the issuance and enforcement of a writ of assistance, should defendants Julie M Schlafle; New Columbia Owners Association; and Occupants of the Premises refuse to surrender possession of the Property immediately upon the purchaser's demand for possession.

12.

That Plaintiff is entitled to, and is hereby awarded its attorney fees and costs incurred in this action, and that Plaintiff's attorney fees in the amount of \$3,550.00 and its litigation costs in the amount of \$1,676.00, shall be, and is hereby declared additional amounts secured by and hereinafter shall be made part of the amount of the debt secured by Plaintiff's Deed of Trust.

**DECLARATION OF DEBT SECURED BY DEED OF TRUST**

**(Pursuant to Senate Bill 368)**

13.

Under the terms of the Deed of Trust and the promissory note dated September 20, 2005, in the principal amount of \$124,400.00, there is now due and owing the following amounts, to be hereinafter described as the Amount Due:

**Attorneys' Fees and Costs**

Attorneys' Fees		\$3,550.00
Litigation Guarantee	\$100.00	
Filing Fee - Complaint	\$531.00	
Recording Fee - Lis Pendens	\$50.00	
Process Service Fees	\$845.00	\$1,376
Datedown Endorsements	\$150.00	
	<b>Total Costs</b>	<del>\$1,676.00</del>
	<b>Total Attorneys' Fees and Costs</b>	<del>\$5,226.00</del>

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**Lenders' Principal and Interest**

Principal Balance	\$119,142.39
Accrued Interest from January 1, 2012, to December 17, 2016, the date calculated by the declarant in the declaration in support of default @ 5.625% per annum	\$33,244.10
<b><i>Total Principal &amp; Interest</i></b>	<b>\$152,386.49</b>

**Lenders' Fees and Costs**

Escrow Advance	\$7,751.19
Accumulated Late Charges	\$93.69
Recoverable Balance	\$4,796.50
<b><i>Total Lenders' Fees and Costs:</i></b>	<b>\$12,641.38</b>
<b><i>Total Lenders' Principal, Interest, Fees, and Costs:</i></b>	<b>\$165,027.87</b>

Additional pre-judgment interest pursuant to ORS 18.042 from December 17, 2016 to the date entry of judgment at the contract rate as defined by Section 2 of the loan modification

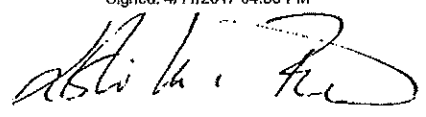
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1 Post-Judgment interest thereafter on the Total  
2 Amount Due at the contract rate of interest as defined  
3 by Section 2 of the loan modification, or 9.000% per  
4 annum, whichever is greater.

**Total Amount Due** **\$170,253.87**

Judge removed \$300 in attorney costs; this would change total amount due to \$169,953.87 and judge also struck 9.00% post judgment interest

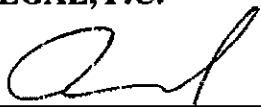
Signed: 4/11/2017 04:55 PM



**Circuit Court Judge Leslie Roberts**

Presented by:

**RCO LEGAL, P.C.**

By  DATED 3/23/17

Randall Szabo, OSB # 115304  
Attorneys for Plaintiff  
511 SW 10<sup>th</sup> Ave., Ste. 400  
Portland, OR 97205  
Telephone (503) 977-7840 Facsimile (503) 977-7963  
rszabo@rcolegal.com

CERTIFICATE OF UTCR 5.100 COMPLIANCE

This Proposed order or judgment is ready for judicial signature because:

A. [ ] The order or judgment was served on the opposing counsel not less than 3 days prior to submission to the court, or mailed to a self-represented party at the party's last known address not less than 7 days prior to submission to the court with a notice of the time period to object.

B. [ ] The order or judgment is accompanied by a stipulation by opposing counsel that no objection exists as to the judgment or order.

C.  The judgment or order is exempt from UTCR 5.100(1) because:

a. [ ] The judgment or order is a proposed order or judgment presented in open court with the parties present.

b. [ ] The judgment or order is of a kind that may be presented ex parte and has been submitted either in person or by mail ex parte.

c.  The judgment is a proposed judgment after an order for default has already been entered or is being simultaneously requested against the opposing party.

d. [ ] The proposed judgment is subject to UTCR 10.0099

e. [ ] The proposed judgment or order is an uncontested probate and protective proceeding.

f. [ ] This matter is certified to the court under ORS 416.422, 416.430, 416.435, or 416.448.

D. In compliance with UTCR 5.100(2)(b), the drafting party certifies the following as to why the proposed judgment or order is ready for a judicial signature:

1. [ ] 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.

2. [ ] 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.

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 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.

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

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

- 1 5. [ ] An order of default is being requested with this proposed judgment.
- 2 6. [ ] Service is not required pursuant to subsection (3) of this rule, or by statute, rule, or otherwise
- 3 noted.
- 4 7. [ ] This is a proposed judgment that includes an award of punitive damages and notice has been
- 5 served on the Director of the Crime Victims' Assistance Section as required by subsection
- 6 (4) of this rule.

6 Dated this 23 day of March, 2017

7 By,   
8 Randall Szabo OSB#115304  
9 Attorney for Plaintiff