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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 exception.

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

FEDERAL NATIONAL MORTGAGE
ASSOCIATION ("FANNIE MAE"), A
CORPORATION ORGANIZED AND
EXISTING UNDER THE LAWS OF THE
UNITED STATES OF AMERICA,

Plaintiff,

vs.

APRIL A. FREITAS; DENNIS P. FREITAS;
PORTLAND POSTAL EMPLOYEES'
CREDIT UNION; ASSET RECOVERY
GROUP INC.; OCCUPANTS OF THE
PROPERTY,

Defendants.

Case No.: 16CV28422

WRIT OF EXECUTION IN
FORECLOSURE

TO THE MULTNOMAH COUNTY SHERIFF:

A Judgment of Foreclosure was entered and docketed in this case on March 26, 2018. A true copy of the Judgment is attached hereto. The Judgment was entered in favor of the Plaintiff:

FEDERAL NATIONAL MORTGAGE ASSOCIATION ("FANNIE MAE"),
A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS
OF THE UNITED STATES OF AMERICA
c/o Jeremy Clifford
Attorney for Plaintiff

EXHIBIT "1"

A tract of land situated in the Southwest one-quarter of Section 6, Township 1 South, Range 3 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, more particularly described as follows:

Beginning at a 5/8 inch diameter iron rod in the North line of that certain tract of land conveyed to Granum-Suor Construction Company by Deed recorded February 10, 1981 in Book 1502, Page 1326, Deed Records, said county that bears North 89°52'30" West, a distance of 90.00 feet from the Northeast corner thereof; thence South 0°20'00" West parallel with the West line of SE 170th Avenue, a distance of 84.00 feet to a 5/8 inch diameter iron rod; thence South 89°52'30" East parallel with the South line of said Granum-Suor tract, a distance of 90.00 feet to a 5/8 inch diameter iron rod in said West line; thence South 0°20'00" West along said West right of way line, a distance of 16.00 feet to the Southeast corner of said Granum-Suor tract; thence North 89°52'30" West along the South line thereof, a distance of 210.63 feet to the Southwest corner of said Granum-Suor tract; thence North 0°48'30" East along the West line thereof, a distance of 100.00 feet to the Northwest corner of said Granum-Suor tract; thence South 89°52'30" East along the North line thereof, a distance of 119.81 feet to the point of beginning.

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

FEDERAL NATIONAL MORTGAGE ASSOCIATION ("FANNIE MAE"), A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA,

Plaintiff,

v.

APRIL A. FREITAS; DENNIS P. FREITAS; PORTLAND POSTAL EMPLOYEES' CREDIT UNION; ASSET RECOVERY GROUP INC.; OCCUPANTS OF THE PROPERTY,

Defendants.

Case No.: 16CV28422

GENERAL JUDGMENT OF FORECLOSURE

1.

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

- a. Defendants APRIL A. FREITAS, DENNIS P. FREITAS, ASSET RECOVERY GROUP INC. 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. A Stipulated Settlement, attached as *Exhibit 2* has been executed with regard to Defendant PORTLAND POSTAL EMPLOYEES' CREDIT UNION ("Stipulating Defendant") (collectively Defaulted and Stipulating Defendants are referred to as "Defendants");

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 2341 Southeast 170th Avenue , Portland, OR 97233 (the "Subject Property"), legally described as shown in the attached *Exhibit 1*, and having APN/Parcel No. R337919.
- b. Plaintiff is entitled to enforce the note dated July 7, 2004 and made, delivered, and executed by APRIL FREITAS and DENNIS FREITAS to RBC MORTGAGE COMPANY in the amount of \$165,500.00 (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 Defendants APRIL FREITAS and DENNIS FREITAS on or about July 12, 2004 (the "Deed of Trust"). The Deed of Trust was recorded on July 15, 2004 as Instrument No. 2004-129519 in the official records of Multnomah County, Oregon. The Deed of Trust is a valid and perfected lien against all of the Property for and securing the Amount Due. The lien of the Plaintiff is superior to any interest, lien, or claim of the Defendants and shall remain in effect until issuance of a Sheriff's Deed.
- d. The Borrower failed to make the payment that was due for March 1, 2016 and has not cured the default. The amount of debt secured by the Deed of Trust that is now due and owing is comprised of the following amounts (the "Amount Due"). On Plaintiff's Declaratory Relief claim, the Court declares the Amount Due as follows:

- a) Unpaid principal balance: \$228,663.38
- b) Prejudgment interest accruing from 5/1/2016 through 3/21/2018 and continuing until the entry of judgment at the current Note rate of 4.375%: \$18,859.21
- c) Additional amounts due under the terms of the loan: \$6,932.46

d) Attorney fees and costs:	\$4,249.51.
e) Prevailing party fee (ORS 20.190 (1)(a)):	\$85.00
Total:	\$258,789.56

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. The Defendants are not entitled to a homestead exception as against Plaintiff's judgment.
- g. All right, title and interest in the Subject Property that Defendants APRIL A. FREITAS and DENNIS P. FREITAS 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.
- h. Plaintiff may become purchaser at the sale of the Subject Property and, pursuant to ORS 18.936 (2), may credit bid up 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.
- i. The purchaser at the sale is entitled to exclusive and immediate possession of the Subject Property from and after the date of the sale and is entitled to such remedies as are available at law or in equity to secure possession. The purchaser at the sale may apply to the Court for a

1 writ of assistance if any Defendant, other party, or other person shall refuse to surrender
2 possession to the purchaser immediately upon the purchaser's demand for possession.

3 j. In the event the proceeds of sale are insufficient to pay the Amount Due, Plaintiff shall not be
4 entitled to any further or other judgment, including a judgment for the deficiency.

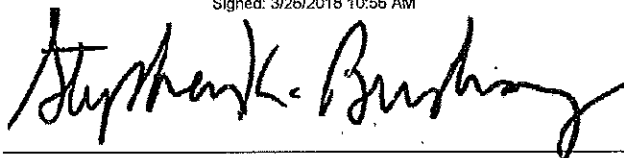
5 k. If, before the sale, the Amount Due is brought into court and paid to the clerk, the execution,
6 if issued, shall be recalled and the effect of the judgment as to the Amount Due shall be
7 terminated.

8 l. Pursuant to ORS 18.950 (4), the apparent priority of liens subsequent and inferior to the
9 Deed of Trust are as follows:

10 1) Defendant PORTLAND POSTAL EMPLOYEES' CREDIT UNION may claim a
11 junior interest in Subject Property by virtue of a Deed of Trust recorded on September
12 22, 2004 as Instrument No. 2004-172895 in the official records of Multnomah
13 County, Oregon.

14 2) Defendant ASSET RECOVERY GROUP INC. may claim a junior interest in Subject
15 Property by virtue of a judgment entered on June 27, 2012 as Case No. 120011211S
16 in the official records of Multnomah County, Oregon.

Signed: 3/26/2018 10:56 AM



Circuit Court Judge Stephen K. Bushong
proxy signed by LD

27 ///

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

2 On 3/21/2018 a copy of the Motion For Entry Of Judgment, Declaration Of Attorney
3 Fees And Costs For Plaintiff, Declaration Of Amounts Due, Proposed Judgment Of Foreclosure
4 was:

5 Mailed to:

6 Steven C Johnson
7 POB 1003
8 Gresham, OR 97030
9 Attorney for April A. Freitas and Dennis P. Freitas

10 Michelle Bertolino
11 121 SE Morrison St, Suite 600
12 Portland, OR 97204
13 Attorney for Portland Postal Employees' Credit Union

14 by placing the executed documents in the firm's outbox for mailing.

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

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

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

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

23 No objection has been served on me.

24 I received objections that I could not resolve with the opposing party despite
25 reasonable efforts to do so. I have filed a copy of the objections I received and
26 indicated which objections remain unresolved.

27 After conferring about objections, _____ agreed to independently file
28 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.

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: 3/21/2018 and submitted by:

6 **McCarthy & Holthus, LLP**

7 s/ Jeremy Clifford

8 Jeremy Clifford OSB No: 142987

9 920 SW 3rd Ave, 1st Floor

10 Portland, OR 97204

11 Phone: (971) 201-3200

12 Fax: (971) 201-3202

13 jclifford@mccarthyholthus.com

14 Of Attorneys for Plaintiff

EXHIBIT "1"

A tract of land situated in the Southwest one-quarter of Section 6, Township 1 South, Range 3 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, more particularly described as follows:

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EXHIBIT "2"

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

FEDERAL NATIONAL MORTGAGE
ASSOCIATION ("FANNIE MAE"), A
CORPORATION ORGANIZED AND
EXISTING UNDER THE LAWS OF THE
UNITED STATES OF AMERICA,

Plaintiff,

v.

APRIL A. FREITAS; DENNIS P. FREITAS;
PORTLAND POSTAL EMPLOYEES' CREDIT
UNION; ASSET RECOVERY GROUP INC.;
OCCUPANTS OF THE PROPERTY,

Defendants.

Case No.: 16CV28422

STIPULATED SETTLEMENT OF
FORECLOSURE AS TO DEFENDANT
PORTLAND POSTAL EMPLOYEES'
CREDIT UNION

1.

Based upon the stipulation of FEDERAL NATIONAL MORTGAGE ASSOCIATION
("FANNIE MAE"), A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS
OF THE UNITED STATES OF AMERICA, ("Plaintiff"), by and through its attorney of record,
and Defendant PORTLAND POSTAL EMPLOYEES' CREDIT UNION ("Defendant"), the
COURT FINDS AS FOLLOWS:

///
///
///

1 **STIPULATED FINDINGS OF FACT:**

2 2.

3 PROMISSORY NOTE: Plaintiff is the holder of a certain promissory note (the "Note")
4 which is secured by a deed of trust (the "Deed of Trust") encumbering real property commonly
5 known as 2341 Southeast 170th Avenue, Portland, OR 97233, in Multnomah County, Oregon
6 (the "Property" or "Subject Property").

7 3.

8 SUBJECT PROPERTY: The Property is legally described as follows:

9 Attached as *Exhibit 1*,
10 APN/Parcel #: R337919,

11 4.

12 SENIOR DEED OF TRUST: The Deed of Trust was recorded in the official records of
13 Multnomah County, Oregon on 7/15/2004 as Instrument No. Instrument No. 2004-129519.

14 5.

15 JUNIOR LIEN: Defendant holds a valid and subsisting lien against the Subject Property by
16 virtue of a Deed of Trust recorded on September 22, 2004 as Instrument No. 2004-172895 in the
17 official records of Multnomah County, Oregon. ("Defendant's Lien").

18 6.

19 Plaintiff, by its Complaint for Judicial Foreclosure of Real Property, seeks *inter alia* a
20 judgment for foreclosure of its Deed of Trust and declaring its Deed of Trust to be superior to
21 Defendant's Lien.

22 7.

23 There is no just reason for delay of the entry of a Judgment as to Defendant. Now,
24 therefore,

25 ///

26 ///

1 **STIPULATED SETTLEMENT:**

2 8.

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

- 4 1. Adjudging Plaintiff's Deed of Trust is a valid lien upon the Subject Property and that lien
5 is superior to Defendant's Lien.
- 6 2. Adjudging Defendant's Lien is a valid and subsisting lien against the Subject Property.
- 7 3. In the event a General Judgment of Foreclosure is entered herein, Defendant's interest in
8 the Subject Property shall be foreclosed in the manner provided by law, excepting any
9 statutory right of redemption upon Sheriff's sale. Defendant shall be permitted to be a
10 bidder at any Sheriff's sale of the Subject Property and shall retain any rights to surplus
11 funds from such a Sheriff's sale which are in excess of those distributed to senior liens.
- 12 4. Defendant shall be bound by any General Judgment entered by the Court herein that does
13 not contravene this Stipulated Settlement.
- 14 5. No money award of any form shall be awarded to either Plaintiff or Defendant as against
15 each other as a result of the entry of this Stipulated Settlement.

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27 Stipulated Settlement of Foreclosure - 3
MH OR-16-740038-JUD

McCarthy & Holthus, LLP
920 SW 3rd Ave, 1st Floor
Portland, OR 97204
PH: (855) 809-3977
FX: (971) 201-3202


1 6. This Stipulated Settlement shall inure to the benefit of Plaintiff and Defendant, their
2 successors and/or assigns.

3 **IT IS SO STIPULATED:**

4
5 **Stipulated to by:**

6
7
8 By: s/ Jeremy Clifford
9 Jeremy Clifford, as Counsel for
10 Federal National Mortgage Association
11 ("Fannie Mac"), a Corporation
Organized and Existing Under the Laws
of the UNITED States of America,

12 Dated: 11 day of December 2017
13 Jeremy Clifford, OSB# 142987
14 920 SW 3rd Ave, 1st Floor
15 Portland, OR 97204
16 Phone: (855) 809-3977
17 Fax: (971) 201-3202
18 jclifford@mccarthyholthus.com
19 Of Attorneys for Plaintiff
20
21
22
23
24
25
26

By: 
Michelle M Bertolino, as counsel for
PORTLAND POSTAL EMPLOYEES'
CREDIT UNION

Dated: 4 day of January 2017
Michelle M Bertolino, OSB # 912130
121 SW Morrison St Ste 600
Portland OR 97204
Phone: 503 228-6044
Fax: 503 228-1741
Email: mbertolino@fwwlaw.com
Attorney for Stipulating Defendant

EXHIBIT "1"

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