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

LAKEVIEW LOAN SERVICING, LLC,

CASE NUMBER: 1501333CV

.Plaintiff,

vs.

WRIT OF EXECUTION IN FORECLOSURE

DALE R. LAMB SR., an individual; REAL
TIME SOLUTIONS, INC., a corporation; and
all other persons, parties, or occupants
unknown claiming any legal or equitable
right, title, estate, lien, or interest in the real
property described in the complaint herein,
adverse to Plaintiff's title, or any cloud on
Plaintiff's title to the Property.

Defendants.

TO: THE SHERIFF OF KLAMATH COUNTY, OREGON:

1.

WHEREAS, on September 6, 2017, in the above-entitled Court, a General Judgment of
Foreclosure ("Judgment") was entered and docketed in the above-entitled and numbered proceeding

2.

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 upon (subject to

1 redemption, if applicable), all of the interest which the Defendants DALE R. LAMB SR. and REAL
2 TIME SOLUTIONS, INC. ("Defendants") had on October 5, 2005, the date of the foreclosed Deed
3 of Trust which was recorded on October 19, 2005, as Instrument No. M05-66909 in the official
4 records of the Klamath County Recorder's Office, and/or all of the interest which Defendants had
5 thereafter, in the real property described in the Judgment to satisfy the Judgment as follows:

6 **Lender's Principal Judgment:**

7 Unpaid Principal Balance: \$170,513.29

8 Pre-Judgment Interest from September
9 1, 2010 to August 1, 2017, the date set
10 forth in the Judgment at 5.625%, per

11 annum, (\$26.67 per diem): \$66,340.24

12 Lender's Fees and Costs: \$17,340.60

13 Attorney's Fees and Costs: \$4,085.40

14

15 ***Total Judgment Entered:*** \$258,279.53

16

17 **Additional Pre-Judgment Interest:**

18 Accrued Interest from August 2, 2017,
19 the day after the date set forth in the
20 Judgment through September 6, 2017,
21 the date of entry of the Judgment, at

22 5.6250%, per annum (\$26.28 per diem): \$919.80

23

24 ***Total Judgment Entered Including***

25 ***Additional Pre-Judgment***

26

27 ***Interest:*** \$259,199.33

28

EXHIBIT 1

Lot 3 in Block 6 of KLAMATH RIVER SPORTSMANS ESTATES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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

LAKEVIEW LOAN SERVICING, LLC,

Plaintiff,

vs.

DALE R. LAMB SR., an individual; REAL TIME SOLUTIONS, INC., a corporation; and all other persons, parties, or occupants unknown claiming any legal or equitable right, title, estate, lien, or interest in the real property described in the complaint herein, adverse to Plaintiff's title, or any cloud on Plaintiff's title to the Property.

Defendants.

CASE NUMBER: 1501333CV

GENERAL JUDGMENT OF FORECLOSURE AGAINST:

1. **DALE R. LAMB SR.**
2. **REAL TIME SOLUTIONS, INC.**

1.

THIS MATTER, coming on regularly before the Court, and it appearing from the record herein that Plaintiff, Lakeview Loan Servicing, LLC ("Plaintiff"), filed its Complaint for Foreclosure of Deed of Trust; that Defendants DALE R. LAMB SR. and REAL TIME SOLUTIONS, INC. ("Defendants") were duly served with the Summons and Complaint as required by law; that Defendants failed to appear, that an order of default has been entered against them on Plaintiff's Complaint, and that Plaintiff is entitled to entry of a General Judgment foreclosing Plaintiff's deed of

1 trust against the property commonly known as 15660 Keno Worden Road, Klamath Falls, OR 97601
2 (“Property”) and extinguishing any and all interest of the Defendants in the Property.

3 2.

4 The Court being fully advised; it is hereby
5 ORDERED AND ADJUDGED that:

6 3.

7 Plaintiff is the holder of that certain promissory note (“Note”), dated October 5, 2005, in the
8 amount of \$183,665.00, and executed by DALE R. LAMB SR.

9 4.

10 The Note is secured by that certain deed of trust (“Deed of Trust”) dated October 5, 2005 and
11 executed by DALE R. LAMB SR. The Deed of Trust was recorded on October 19, 2005 under the
12 recording number M05-66909 of the Official Records of Klamath County, Oregon, against the
13 Property, which is legally described as: Lot 3 in Block 6 of KLAMATH RIVER SPORTSMANS
14 ESTATES, according to the official plat thereof on file in the office of the County Clerk of Klamath
15 County, Oregon. (“Property”) and constitutes a valid lien against the Property.

16 5.

17 The terms of the Note and Deed of Trust are in breach, therefore, Plaintiff has now declared
18 all sums due and owing under the Note and Deed of Trust as immediately due and payable.

19 6.

20 The Deed of Trust is a valid first priority lien encumbering the Property, is superior to any
21 interest, lien, or claim of the Defendants and any other party in the Property, which are hereby
22 foreclosed and terminated, excepting only any statutory right of redemption to which the Defendants
23 may be entitled under Oregon law.

24 7.

25 A judgment of foreclosure in the amount of \$258,279.53 shall be granted in favor of Plaintiff,
26 and its successors and/or assigns, as further described below in the Declaration of Amount Owed –
27 Not a Money Award (“Amount Owed”).

28 8.

1 The Property is hereby ordered to be sold by law and the proceeds of sale applied toward the
2 satisfaction of Plaintiff's Amount Owed herein; and the surplus, if any to the Clerk of the Court to be
3 disbursed to such party or parties as may establish their right thereto.

4 9.

5 Plaintiff is entitled to recover its reasonable attorney's fees and all reasonable and necessary
6 costs and expenses incurred to enforcing the Note and Deed of Trust.

7 10.

8 Any increased interest or any such additional amounts as Plaintiff may advance for taxes,
9 assessments, municipal charges, and such other items as may constitute liens on the Property,
10 together with insurance and repairs necessary to prevent the impairment of the Property, together
11 with interest thereon from the date of payment may also be added to the Amount Owed and paid
12 from the proceeds from the sale of the Property.

13 11.

14 Defendants and all parties claiming an interest in the Property as purchasers, encumbrancers,
15 or otherwise, are forever barred and foreclosed of all interests, liens, or claims in the Property and
16 every portion thereof, excepting only any statutory right of redemption provided by the laws of the
17 State of Oregon.

18 12.

19 Defendant DALE R. LAMB SR. is not entitled to a homestead exemption in the Property.

20 13.

21 Plaintiff may become purchaser at the Sheriff's Sale of the Property and may bid up to the
22 aggregate amount of its Amount Owed, plus any additional interest and reasonable costs until sale.

23 14.

24 The purchaser of the Property at the Sheriff's Sale is entitled to exclusive and immediate
25 possession of the Property from and after the date of the sale, and is entitled to such remedies as are
26 available at law to secure possession of the Property, and may apply to the Clerk of the Court for a
27 writ of assistance, if Defendants, any of them, or any other party or person shall refuse to surrender
28 possession of the Property to the purchaser immediately on the purchaser's demand for possession.

DECLARATION OF AMOUNT OWED – NOT A MONEY AWARD


- 1
2 **1. Judgment Creditor:** Lakeview Loan Servicing, LLC
3 Address: c/o MALCOLM ♦ CISNEROS,
4 A Law Corporation
5 2112 Business Center Drive, 2nd Floor
6 Irvine, California 92612
7 **Judgment Attorney:** Nathan F. Smith
8 Address: MALCOLM ♦ CISNEROS, A Law Corporation
9 2112 Business Center Drive, 2nd Floor
10 Irvine, California 92612
11 Telephone Number: (949) 252-9400
12 **2. Persons or Public Bodies Entitled to**
13 **a Portion the Judgment:** N/A
14 **3. Judgment Amount:** \$254,194.13
15 **4. Pre-Judgment Interest:** Simple interest to accrue on \$170,513.29 from
16 August 2, 2017 to the date the Judgment is
17 entered into the Court's register at 5.6250% per
18 annum, \$26.28 per diem.
19 **5. Post-Judgment Interest:** Simple interest to accrue on \$258,279.53 plus
20 Pre-Judgment Interest from the day after the
21 General Judgment is entered to the date upon
22 which the Writ of Execution in Foreclosure is
23 levied at the legal rate of interest or 9% per
24 annum, whichever is greater.
25 **6. Periodic accrual:** N/A
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7. Attorney's Fees and Costs:

An award of \$4,085.40 in attorney's fees and costs is made.

Signed: 9/5/2017 10:46 AM



Circuit Court Judge Marci W. Adkisson

Submitted by:



Dated: _____

9/1/17

Nathan W. Smith, OSB #120112
Attorney for Plaintiff
MALCOLM ♦ CISNEROS, A Law Corporation
2112 Business Center Drive, Second Floor
Irvine, California 92612
Phone: (949) 252-9400
Fax: (949) 252-1032
Email: nathan@mclaw.org

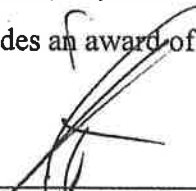
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CERTIFICATE OF READINESS

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

- Service is not required pursuant to subsection (3) of UTCR 5.100, or by statute, rule or otherwise.
- 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.
- 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, [role and name of opposing party] agreed to independently file any remaining objection.
- This is a proposed judgment that includes an award of punitive damages.

DATED: 9/1, 2017

By: 
 Nathan F. Smith, OSB #120112
 Attorney for Plaintiff
 MALCOLM ♦ CISNEROS, A Law Corporation
 2112 Business Center Drive, Second Floor
 Irvine, California 92612
 (949) 252-9400 (TELEPHONE)
 (949) 252-1032 (FAX)