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

NEW PENN FINANCIAL LLC DBA
SHELLPOINT MORTGAGE SERVICING,

Plaintiff,
vs.

CASE NO.: CV15090609
WRIT OF EXECUTION

TRACI M. ALLEN, an individual; OREGON
AFFORDABLE HOUSING ASSISTANCE
CORPORATION, a corporation; BANK OF
AMERICA, NA, 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.

STATE OF OREGON)
) ss.
County of CLACKAMAS)

TO THE SHERIFF OF CLACKAMAS COUNTY OREGON:

WHEREAS, on April 20, 2018, by consideration of the Clackamas County Circuit Court,
there was entered a General Judgment of Foreclosure as to TRACI M. ALLEN, an individual;
OREGON AFFORDABLE HOUSING ASSISTANCE CORPORATION, a corporation; BANK

WRIT OF EXECUTION -1-

Zieve, Brodnax & Steele, LLP
Janaya L. Carter, Esq
Amy F. Harrington, Esq.
One World Trade Center
121 Southwest Salmon St., 11th Floor
Portland, OR 97204
714-848-7920
jcarter@zbslaw.com

1 OF AMERICA, NA, a corporation; and all other persons, parties, or occupants unknown
2 claiming any legal or equitable right, title, estate, lien, or interest in the real property described in
3 the complaint herein, adverse to Plaintiff's title, or any cloud on Plaintiff's title to the Property.
4 Said General Judgment of Foreclosure was duly enrolled and docketed in the Court
5 Administrator's Office in said County on April 20, 2018; a true copy of the General Judgment of
6 Foreclosure is attached hereto and made a part hereof.

7 Judgment Creditor: NEW PENN FINANCIAL LLC DBA SHELLPOINT
8 MORTGAGE SERVICING
9 c/o Shellpoint Mortgage Servicing
10 Judgment Creditor Address: 55 Beattie Place, Suite 100
11 Greenville, SC 29601

12 NOW THEREFORE IN THE NAME OF THE STATE OF OREGON, you are
13 commanded to sell the real property as by said General Judgment of Foreclosure according to
14 law (subject to redemption) all of the interest that the borrower Traci M. Allen had on the 3rd day
15 of November 2005, the date of the Mortgage, and also all of the interest that borrower had
16 thereafter, in the real property described in the Judgment as:

17 A tract of land being a portion of Lot 2 and Lot 26, LAWTON HEIGHTS, in the City of
18 Oregon City, County of Clackamas and State of Oregon, said tract of land being more
19 particularity described as follows:

20 Commencing at the intersection of the West line of said lot 26 with the North line of a
21 60.00 foot wide road known as Warner-Parrot Road, County Road No. 61; thence North
22 89° 32' 00" East, along the North line of said road, a distance of 19.10 feet to a 5/8 inch
23 diameter iron rod and the true point of beginning of the tract of land herein to be
24 described; thence South 89° 32' 00" West along last said North line, a distance of 60.46
25 feet to a 5/8 inch diameter iron rod at a point in the West line of that certain tract of land
conveyed as Parcel II to Melvin J. Bayless and Betty J. Bayless, husband and wife, by

1 Deed recorded March 23, 1961 in Deed Book 584, Page 769; thence North 02° 00' 53"
2 West along the West line of said Bayless tract, a distance of 199.91 feet to a 5/8 inch
3 diameter iron rod marking the Northwest corner thereof: thence North 89° 29' 00" East,
4 along the North line of said Bayless tract, a distance of 39.96 feet to the Northeast corner
5 thereof and a point in the East line of said Lot 2; thence South 02° 25' 00" East, along the
6 East line of said Lot 2, a distance of 99.98 feet to a 5/8 inch diameter iron rod; thence
7 North 89° 32' 00" East, parallel with the North line of said Warner-Parrot Road, a
8 distance of 19.10 feet to a 5/8 inch diameter iron rod: thence South 02° 25' 00" East,
9 parallel with the East line of said Lot 2, a distance of 100.00 feet to the point of
10 beginning,.

11 APN: 00745876

12 The street address of the real property to be levied upon is 151 Warner Parrott Road
13 Oregon City, OR 97045.

14 The above referenced property shall be sold to satisfy the following sums: The principal
15 balance and interest in the amount of \$248,659.15; plus reasonable attorney fees and costs in the
16 amount of \$4,098.00; plus a prevailing party fee in the amount of \$300.00; plus prejudgment
17 interest from March 3, 2018 through April 20, 2018 in the amount of \$1,526.84 (\$31.16 x 49
18 days); plus post-judgment interest accruing after April 20, 2018 through May 11, 2018, at the
19 rate of 9.0% per annum, of \$1,318.17 (\$62.77 per diem x 21 days) for a total of \$255,902.16
20 with interest to continue to accrue at the rate of 9.0% per annum (\$62.77 per diem) until the date
21 of sale; Thus,

22 THE TOTAL AMOUNT OF EXECUTION REQUESTED HEREON, STATED AS OF
23 THE DATE OF SUBMISSION (May 11, 2018) IS AS FOLLOWS:

24 Principal Balance and Interest: \$248,659.15

25
26 WRIT OF EXECUTION -3-

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1 Attorney Fees and Costs: \$4,098.00
 2 Prevailing Party Fee: \$300.00
 3 Pre-Judgment Interest from
 4 03/03/18 – 04/20/18 at 6.5%
 5 (\$31.16 per diem) \$1,526.84
 6 Post-Judgment Interest from
 7 04/21/18– 05/11/18 at 9.0%
 8 (\$62.77 per diem) \$1,318.17
 9 Total due as of May 11, 2018: \$255,902.16, with interest to continue to accrue at
 10 9.0% (\$62.77 per diem) until the date of sale.

11
 12
 13
 14
 15 The proceeds of sale shall be applied, delivered, and distributed according to ORS
 16 18.950.

17 Dated: May 22, 2018.

18 By: *[Signature]*



Court Administrator relies on the information provided by the person seeking issuance of this writ of execution and is not liable for any errors or omissions in the information

19 Submitted by:

20 *[Signature]*
 21 Janaya L. Carter, OSB No. 032830

22 COURT CLERK HAS NOT VERIFIED FIGURES IN THIS WRIT.
 23 IF YOU HAVE ANY QUESTIONS REGARDING THIS WRIT,
 24 PLEASE CONTACT YOUR LEGAL COUNSEL, THE ISSUING
 25 ATTORNEY OR THE ISSUING COMPANY. DEBTOR MAY CONTEST
 THIS WRIT BY FILING A CLAIM OF EXEMPTION.

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

NEW PENN FINANCIAL LLC DBA
SHELLPOINT MORTGAGE SERVICING,

Plaintiff,

vs.

TRACI M. ALLEN, an individual; OREGON
AFFORDABLE HOUSING ASSISTANCE
CORPORATION, a corporation; BANK OF
AMERICA, NA, 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 NO. CV15090609

**GENERAL JUDGMENT OF
FORECLOSURE BY DEFAULT
(WITHOUT MONEY AWARD –
JUDGMENT DOES NOT
CREATE A LIEN)**

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1 Based upon the Motion for a General Judgment of Foreclosure filed by plaintiff, New
2 Penn Financial LLC dba Shellpoint Mortgage Servicing ("Plaintiff") and against defendants
3 Traci M. Allen ("Borrower"), and Oregon Affordable Housing Assistance Corporation ("OAHAC",
4 together with Borrower, collectively "Defendants"), and that Plaintiff has filed a Statement for
5 Attorney Fees, Costs, and Disbursements,

6 **IT IS HEREBY ORDERED AND ADJUDGED:**

7 **1.**

8 Plaintiff is awarded judgment against Defendants and all persons claiming through or
9 under Defendants, as purchasers, encumbrances, or otherwise, are forever foreclosed of all
10 interest, lien or claim in the real property described above and every portion thereof excepting
11 only any satisfactory right of redemption as Defendants, or any of them, may have therein.

12 **2.**

13 Writ of execution upon this General Judgment of Foreclosure shall issue.

14 **3.**

15 The Deed of Trust executed by Borrower and recorded on November 14, 2005, in the
16 Clackamas County Recorder's Office as Instrument number 2005-113847, is a valid mortgage
17 lien for the amount of Plaintiff's judgment set forth in paragraph 1 against all the real property,
18 located in Clackamas County, Oregon commonly referred to as 151 Warner Parrott Road Oregon
19 City, OR 97045, with a legal description as follows:

20 A tract of land being a portion of Lot 2 and Lot 26, LAWTON HEIGHTS, in the City of
21 Oregon City, County of Clackamas and State of Oregon, said tract of land being more
22 particularity described as follows:

23 Commencing at the intersection of the West line of said lot 26 with the North line of a
24 60.00 foot wide road known as Warner-Parrot Road, County Road No. 61; thence North
25 89° 32' 00" East, along the North line of said road, a distance of 19.10 feet to a 5/8 inch

1 diameter iron rod and the true point of beginning of the tract of land herein to be
2 described; thence South 89° 32' 00" West along last said North line, a distance of 60.46
3 feet to a 5/8 inch diameter iron rod at a point in the West line of that certain tract of land
4 conveyed as Parcel II to Melvin J. Bayless and Betty J. Bayless, husband and wife, by
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7 diameter iron rod marking the Northwest corner thereof: thence North 89° 29' 00" East,
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9 thereof and a point in the East line of said Lot 2; thence South 02° 25' 00' East, along the
10 East line of said Lot 2, a distance of 99.98 feet to a 5/8 inch diameter iron rod; thence
11 North 89° 32' 00" East, parallel with the North line of said Warner-Parrot Road, a
12 distance of 19.10 feet to a 5/8 inch diameter iron rod: thence South 02° 25' 00" East,
13 parallel with the East line of said Lot 2, a distance of 100.00 feet to the point of
14 beginning.

15 APN: 00745876.

16 4.

17 Said mortgage lien is superior to any interest, lien or claim of the Defendants in the real
18 property, and all other interest in the property gained by him thereafter, or so much interest as
19 may be necessary to satisfy the judgment of the Plaintiff shall be sold by the Sheriff of
20 Clackamas County, Oregon in the manner provided by law and in accordance with the practice
21 of this Court.

22 5.

23 The proceeds of sale shall first be applied to the costs of sale; then toward the satisfaction
24 of Plaintiff's judgment awarded herein, calculated as of the date of sale; and any resulting surplus
25 shall then be tendered to the Clerk of the Court to be distributed to such other party or parties as

1 may establish their right thereto.

2 **6.**

3 Defendants and all persons claiming through or under Defendants, as purchasers,
4 encumbrances, or otherwise, are forever foreclosed of all interest, lien or claim in the real
5 property described above and every portion thereof excepting only any satisfactory right of
6 redemption as Defendants may have.

7 **7.**

8 Plaintiff or any other party to this suit or third party purchase may become the purchaser
9 at the sale of the real property. The purchaser is entitled to exclusive possession of the real
10 property from and after the date of sale and is entitled to such remedies as are available at law to
11 secure possession, ~~including~~ ^{purchaser may apply for a} writ of assistance, if the Defendants and any other party or person
12 shall refuse to surrender possession to the purchaser immediately on the purchaser's demand for
13 possession.

14 **SECURED DEBT**

- 15
- 16 1. Judgment Creditor: New Penn Financial LLC dba Shellpoint Mortgage
17 Servicing
18 c/o Zieve, Brodnax, & Steele, LLP
19 One World Trade Center
20 121 Southwest Salmon St., 11th Floor
21 Portland, OR 97204
22 714-848-7920
- 23 2. Judgment Creditor's Attorney: Amy F. Harrington
24 Janaya L. Carter
25 Zieve, Brodnax, & Steele, LLP
26 One World Trade Center
27 121 Southwest Salmon St., 11th Floor
28 Portland, OR 97204
714-848-7920
3. Person or public body entitled to any portion of money award herein: None

1 **4. Total Amount of Secured Debt:**

2 **a. Lenders' Principal and Interest**

3 Principal Balance \$ 174,999.99

4 Accrued interest on the \$ 50,270.92
5 principal balance through
6 3/2/18

7 Accrued fees on the \$ 23,388.24
8 principal balance through
9 3/2/18

10 Additional pre-judgment interest
11 to accrue from 3/2/18 to the date this
12 judgment is entered, at the note rate
13 of 6.5% (\$31.16 per diem)

14 Post-judgment interest to accrue on the
15 sum of: (1) the judgment amount in section
16 d, and (2) the additional pre-judgment interest
17 accruing from 3/2/18 to the date of judgment.
18 This post-judgment interest shall accrue at the
19 statutory rate of 9.0%, from the date judgment
20 is entered until the date of sale.

21 **Total Principal and Interest
22 Through 3/2/18 at the rate of
23 6.5%. (\$31.16 per diem)**

\$ 248,659.15

24 **b. Attorneys' Fees and Costs**

25 Attorney Fees \$3,460.00

26 Attorney Costs \$638.50

27 **Total Attorney Fees and Costs \$4,098.00**

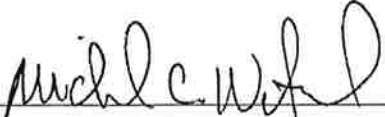
28 **c. Prevailing Party Fee \$300.00**

d. TOTAL SECURED DEBT (JUDGMENT) \$ 253,057.15

///

1 Interest will continue to accrue on the judgment amount at the rate of Said Judgment is
2 meant to be for the purposes of foreclosure *only*, and is not intended to be a monetary judgment
3 against the Borrower.
4
5
6

Signed: 4/19/2018 04:03 PM

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8 
9

Circuit Court Judge Michael C. Wetzel

10 **UTCR 5.100(2) CERTIFICATE OF READINESS**

11 This proposed order or judgment is ready for judicial signature because:

- 12 1. Each party affected by this order of judgment has stipulated to the order or judgment,
13 as shown by each party's signature on the document being submitted.
14
15 2. Each party affected by this order of judgment has approved the order or judgment, as
16 shown by each party's signature on the document being submitted or by written
17 confirmation of approval sent to me.
18
19 3. I have served a copy of this order of judgment on each party entitled to service and:
20 a. No objection has been served on me.
21 b. I received objections that I could not resolve with a party despite reasonable
22 efforts to do so. I have filed a copy of the objections I have received and
23 indicated which objections remained unresolved.
24 c. After conferring about objections [role and name of objecting party] agreed to
25 independently file any remaining objection.
26

- 1 4. The relief sought is against an opposing party who has been found in default.
- 2 5. An order of default is being requested with this proposed judgment.
- 3 6. Service is not required pursuant to subsection 3 of this rule, or by statute, rule, or
- 4 otherwise.
- 5 7. This is a proposed judgment that includes an award of punitive damages and notice as
- 6 been served on the Director of the Crime Victims' Assistance Section as required by
- 7 subsection (5) of the rule.
- 8
- 9 8. Other: _____

10 Submitted By:

11 /s/ Janaya L. Carter 3/14/18
12 Amy F. Harrington, OSB No. 123363
13 Janaya L. Carter, OSB No. 032830
14 Attorneys for Plaintiff
15 One World Trade Center
16 121 Southwest Salmon St, 11th Floor
17 Portland, OR 97204
18 (714) 848-7920
19 aharrington@zbslaw.com
20 jcarter@zbslaw.com