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

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION,

Plaintiff,

v.

THE ESTATE OF ANN MABLE GOLDEN AKA MABLE ANN GOLDEN; THE UNKNOWN HEIRS, DEVISEES AND ASSIGNS OF ANN MABLE GOLDEN AKA MABLE ANN GOLDEN; SARA PROSSER and ALL OTHER PERSONS OR PARTIES UNKNOWN CLAIMING ANY RIGHT, TITLE, LIEN, OR INTEREST IN THE REAL PROPERTY COMMONLY KNOWN AS 525 DAPPLE GREY ST, HINES, OR 97738,

Defendants.

Case No. 17CV49882

GENERAL JUDGMENT OF FORECLOSURE AND DECLARATION OF AMOUNT DUE BY DEFAULT

ORCP Rule 69

PURSUANT TO SB368, THIS IS A JUDGMENT OF FORECLOSURE AND DOES NOT CONSTITUTE A MONEY AWARD AGAINST ANY DEFENDANT

Based upon the Court’s Order of Default against Defendants The Estate of Ann Mable Golden AKA Mable Ann Golden; The Unknown Heirs, Devisees and Assigns of Ann Mable Golden AKA Mable Ann Golden; Sara Prosser, and; All Other Persons or Parties Unknown Claiming any Right, Title, Lien, or Interest in the Real Property Commonly known as 525 Dapple Grey St., Hines, OR 97738, the records on file herein, and pursuant to the Motion for General Judgment and Declaration of Amount Due by Default by Plaintiff JPMorgan Chase Bank, National Association (“Plaintiff”),

IT IS HEREBY ADJUDGED:

1. Plaintiff’s security interest in the real property located at 525 Dapple Grey St., Hines, OR 97738 (“Subject Property”), as evidenced by the Deed of Trust recorded March 13,

1 2010 in the official records of Harney County as instrument number 20100313 (“Deed of
2 Trust”), is a viable first priority lien, superior to the interests of all the Defendants. All rights,
3 claims, ownerships, liens, titles and demands of all Defendants are subsequent to Plaintiff’s lien
4 as created by the Note and Deed of Trust. The Subject Property is legally described as follows:

5 LAND IN HORSESHOE RIDGE SUBDIVISION, CITY OF HINES, HARNEY
6 COUNTY, OREGON, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS
FOLLOWS: IN BLOCK 2: LOT 15.

7 2. The Deed of Trust is foreclosed and upon entry of this Judgment the court
8 administrator shall upon request of Plaintiff issue a writ of execution for the sale, by the Sheriff,
9 in the manner provided by law;

10 3. Plaintiff has submitted a Declaration of Amount Due and is owed the total amount
11 due under the Note and Deed of Trust and any future advances and/or fees that may be made or
12 incurred pursuant to the terms of the Note and Deed of Trust up to the date of the execution sale.
13 This amount is to be satisfied by sale of the Subject Property as directed under this Judgment;

14 4. Plaintiff is owed reasonable attorney fees plus the remaining flat rate fees for an
15 uncontested execution on the Judgment, pursuant to the Note and Deed of Trust and ORCP Rule
16 68(C), which amount may be added to the outstanding obligation due and owing under the Note
17 and Deed of Trust and recovered from the proceeds of the sheriff’s sale. Pursuant to the Deed of
18 Trust, these fees continue to accrue to the date of the execution sale. This amount to be satisfied
19 by sale of the Subject Property as directed under this Judgment;

20 5. Plaintiff is owed costs of suit pursuant to the Note and Deed of Trust, ORCP Rule
21 68(A)(2) and ORS 20.115(4), which may be added to the outstanding obligation due and owing
22 under the Note and Deed of Trust and recovered from the proceeds of the sheriff’s sale. Pursuant
23 to the Deed of Trust, these costs continue to accrue to the date of the execution sale. This
24 amount to be satisfied by sale of the Subject Property as directed under this Judgment;

25 6. Plaintiff is owed the prevailing party fee of \$300.00, this amount to be satisfied by
26 sale of the Subject Property as directed under this Judgment.

1 7. The Sheriff shall make a return on the writ of execution to the court administrator
2 along with the proceeds of the sale, if any. The proceeds of the sale, if any, shall be applied first
3 toward the costs of the sale; then toward the satisfaction of Plaintiff's Judgment of Foreclosure
4 awarded herein; and the surplus, if any, to the clerk of the court to be distributed to such party or
5 parties as may establish their right thereto. The Defendants and all persons claiming through or
6 under Defendants, whether lien claimants, judgment creditors, claimants arising under junior
7 mortgages or deeds of trust, purchasers, encumbrances or otherwise, shall be barred and
8 foreclosed from all rights, claims, interest or equity of redemption in the Subject Property and
9 every part of the Subject Property when the time for redemption has elapsed;

10 8. Plaintiff or any other party to this action may become a purchaser at the
11 foreclosure sale, and such purchaser shall be immediately let into possession of the subject
12 property, until redemption of the property, if any. The purchaser at the foreclosure sale or any
13 successor in interest may apply to this Court for a writ of assistance to gain possession of the
14 subject property if Defendants or any other party or person refuses to surrender possession;

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DECLARATION OF AMOUNT DUE BY DEFAULT

(PURSUANT TO SB 368, THIS IS A JUDGMENT OF FORECLOSURE AND DOES NOT CONSTITUTE A MONEY AWARD AGAINST ANY DEFENDANT)

1. The total amount of the unpaid principal balance, interest, and other amounts owed is \$145,117.44.
2. Simple interest at the fixed rate currently at 4.87500% (\$543.51 *per month*) through March 31, 2018, through the date of judgment.
3. Attorney fees of \$2,765.00, plus \$260.00, through the date of sale.
4. Costs of \$2,532.26, plus costs accrued through the date of sale.
5. Prevailing party fee: \$300.00.
6. Post-judgment interest thereafter on the total amounts above, #1-5, at the contract rate of interest or 9.000% per annum, whichever is greater, through the date of sale.

IT IS SO ADJUDGED

Signed: 5/31/2018 04:13 PM



Circuit Court Sr. Judge Patricia A. Sullivan

CERTIFICATE OF READINESS

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

1. Each party affected by this order or judgment has stipulated to the order or judgment, as shown by each party's signature on the document being submitted.
2. Each party affected by this order or judgment has approved the order or judgment, as shown by each party's signature on the document being submitted or by written confirmation of approval sent to me.

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- 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 a 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 objecting party**] agreed to independently file any remaining objection.
- 4. Service is not required pursuant to subsection (3) of this rule, or by statute, rule, or otherwise.
- 5. 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 (5) of this rule.
- 6. Other: _____

Presented By:
ALDRIDGE PITE, LLP



Date: 5/14/2018

Katie Riggs, OSB #095861
of Attorneys for Plaintiff
(858) 750-7600
(503) 222-2260 (facsimile)
orecourtnotices@aldridgepite.com



Chicago Title Insurance Company

GUARANTEE FOR JUDICIAL FORECLOSURE, TRUSTEE'S SALE, STATUTORY LAND SALE CONTRACT FORFEITURE, OR LITIGATION

Policy No. 7308637-46170729

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, CHICAGO TITLE INSURANCE COMPANY, a Florida corporation, herein called the Company, for the fee paid for this Guarantee, the amount and effective date of which are shown herein, hereby guarantees the parties herein called the Assured, against actual loss not exceeding the liability amount stated herein which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, on the effective date stated herein,

1. The title to the estate or interest described on Exhibit 1 was vested in the vestee named on Exhibit 1, subject to the matters shown as Exceptions on Exhibit 1, which Exceptions are not necessarily shown in the order of their priority;
2. If applicable the necessary parties to be made defendants in a suit to enforce the encumbrance identified on Exhibit 1 are as shown on Exhibit 1;
3. If applicable, the names and addresses, as shown therein, of persons who have recorded requests, under Section 86.806 of the Oregon Revised Statutes, for a copy of notice of default or for a copy of notice of sale are as shown on Exhibit 2 and the names of additional persons who, under Sections 86.705 et. seq. of the Oregon Revised Statutes, are entitled to receive notice of sale are as shown on Exhibit 2;
4. If applicable, the names of persons entitled to receive notice of default, pursuant to Sections 93.950 et seq. of the Oregon Revised Statutes, are as shown on Exhibit 2.

AmeriTitle
111 W Washington
Burns, OR 97720
(541)573-2039

CHICAGO TITLE INSURANCE COMPANY

Stan Kelley

Authorized Signatory



By: *[Signature]*

ATTEST
[Signature]
Secretary

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this Guarantee mean:

- (a) "Land": the land described, specifically or by reference, in this Guarantee and improvements affixed thereto which by law constitute real property.
- (b) "Public Records": those records established under State statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (c) "Date": the effective date.
- (d) "The Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company;
- (e) "Mortgage": mortgage, deed of trust, trust deed, real estate contract or other security instrument.

2. EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this Guarantee and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- (a) (1) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Guarantee.
- (2) Any governmental police power not excluded by (a)(1) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Guarantee.
- (b) Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Guarantee.
- (c) Defects, liens, encumbrances, adverse claims against the title as guaranteed, or other matters:
 - (1) created, suffered, assumed or agreed to by one or more of the Assured, whether or not shown by the public records;
 - (2) not known to the Company, not recorded in the public records at Date of Guarantee but known

to one or more of the Assured at Date of Guarantee;

- (3) resulting in no loss or damage to the Assured;
- (4) not resulting in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided; or
- (5) attaching or created subsequent to Date of Guarantee.
- (d) The identity of any party named or referred to in Exhibit 2 or the validity, legal effect or priority of any matter shown in Section F of Exhibit 1.
- (e) Taxes or assessments which are not shown as existing liens by the public records.
- (f) Unpatented mining claims; reservations or exceptions in United States Patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- (g) Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.

3. PROSECUTION OF ACTIONS

- (a) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
- (b) In all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

4. NOTICE OF LOSS –LIMITATION OF ACTION

A statement in writing or any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless the action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such ac-

tion within the time hereinbefore specified shall be a conclusive bar against maintenance by the Assured of any action under this Guarantee.

5. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage, the Company shall have the option to purchase the indebtedness secured by said mortgage. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of a claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

6. LIMITATION OF LIABILITY – PAYMENT OF LOSS

- (a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of the liability stated within this Guarantee.
- (b) The liability of the Company under this Guarantee shall be secondary to and shall not supersede the liability of any other insurer under any existing policy of title insurance which insures one or more of the Assured, and any loss payable under this Guarantee shall be paid only to the extent it is not payable under such other existing policy. This Guarantee is furnished for the purpose of facilitating enforcement of the subject encumbrance or for other specific judicial or non-judicial proceeding; this Guarantee shall not be used or relied upon for any other reason.
- (c) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the written authorization of the Company.
- (d) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (e) All payments under this Guarantee, except for attorneys' fees as provided for in paragraph 6(c)

hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing, this Guarantee for endorsement of such payment unless the Guarantee be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

- (f) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.

7. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right or subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.

8. GUARANTEE ENTIRE CONTRACT

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee.

No provision or condition of this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

9. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at:

CHICAGO TITLE INSURANCE COMPANY OF
OREGON
PO Box 45023
Jacksonville, FL 32232-5023

10. FEE

The fee specified within this Guarantee is the total fee for title search and examination and for this Guarantee. The Company may declare this Guarantee null and void for failure to pay the fee.

ISSUED BY:

AmeriTitle
111 W Washington
Burns, OR 97720

Michael Scott
Servicelink - Default
1200 Cherrington Pkwy.
Coraopolis, PA 15108
Your Reference: 170407710-OR-MSO

Property Address:
525 Dapple Grey Street
Hines, OR 97738

EXHIBIT 1

Title No. : 202537AM

Title Examiner: Stan Falley

Guarantee No.: 7308637-46170729

Effective Date : September 25, 2017 at 7:30 a.m.

Liability : \$151,701.00

Fee: \$580.00

A. The Assured is:

JPMorgan Chase Bank NA

B. The encumbrance to be enforced is:

Deed Type: Deed of Trust
Amount: \$151,701.00
Trustor/Grantor: Ann M. Golden
Trustee: Amerititle
Beneficiary: Bank of Idaho, an Idaho corporation
Dated: March 12, 2010
Recorded Date: March 16, 2010
Instrument No.: 20100313

C. The estate or interest in the land which is covered by this Guarantee is:

A Fee

D. Title to the estate or interest in the land is vested, as of the effective date, in:

Ann M. Golden

E. The land referred to in this Guarantee is described as follows:

Land in HORSESHOE RIDGE SUBDIVISION, City of Hines, Harney County, Oregon, according to the official plat thereof, as follows:

In Block 2: Lot 15.

F. As of the effective date, the land covered by this Guarantee is subject to the following Exceptions:

Tax Information

Taxes: Map No. 23S 30E 26D 1217 / Acct No. 92661 / Code No. 30-1
Status: unpaid
Amount / Year \$2,576.98/2017

1. Taxes assessed under Code No. 30-1 Account No. 92661 Map No. 23S 30E 26D 1217
The 2017-2018 Taxes: \$2,576.98, plus interest, unpaid.
2. Utility easements as shown on the official plat of said land.
3. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
Recorded: April 19, 2000
Instrument No.: 20000762 and Amendment thereto recorded July 12, 2000, Instrument No. 20001420, recorded June 30, 2004, Instrument No. 20041179 and recorded June 12, 2007, Instrument No. 20071301.
4. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:
Amount: \$151,701.00
Trustor/Grantor: Ann M. Golden
Trustee: Amerititle
Beneficiary: Bank of Idaho, an Idaho corporation
Dated: March 12, 2010
Recorded: March 16, 2010
Instrument No.: 20100313

The beneficial interest under said Deed of Trust was assigned of record to JPMorgan Chase Bank National Association, by assignment
Recorded: February 8, 2013
Instrument No.: 20130174

N/A

NOTE: Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

Attention is directed to the following matters for foreclosures of residential trust deeds as defined in ORS 86.705(7):

NOTE REGARDING TRUST DEED ASSIGNMENTS, APPOINTMENTS OF SUCCESSOR TRUSTEE AND MERS: ORS 86.735 requires, among other provisions, that any written assignment of a trust deed and any appointment of successor trustee be recorded for a foreclosure by advertisement and sale. Oregon case law does not recognize Mortgage Electronic Registration Systems, Inc. (MERS) as a beneficiary of a trust deed. For any claim under this guarantee or for post-foreclosure title insurance, the beneficiary or trustee may be required to document for the insurer the ownership of the indebtedness secured by the trust deed and to document the

authority of MERS to execute an appointment of successor trustee or other foreclosure-related instrument on behalf of the owner of the secured indebtedness.

Attention is directed to the provisions of Senate Bill 558 (Oregon Laws 2013, Chapter 304 and House Bill 3389 Oregon Laws 2013, Chapter 625).

EXHIBIT 2

Relative to the encumbrance to be enforced, if any, shown on Exhibit 1:

1. Attention is directed to The Service members Civil Relief Act (successor to The Soldiers' and Sailors' Civil Relief Act of 1940), which restricts proceedings against persons in the military service of the United States.
2. Attention is called to the Federal Tax Lien Act of 1966 (Public Law 89-719) which, among other things, provides that written notice of a non-judicial sale be given to the Secretary of the Treasury or his or her delegate as a requirement for the discharge of a federal tax lien or the divestment of any title of the United States, and establishes a right in the United States to redeem the property within a period of 120 days from the date of such sale.
3. Except as shown on Exhibit 1, no Notice of Pendency of an action for the foreclosure of the encumbrance to be enforced has been recorded in the County in which the premises are situated.
4. This Guarantee provides no assurances with respect to any facts, rights, title, interest or claims which are not shown by the public records, and this Exhibit 2 is not intended to shown the names of persons whose rights, title, interests or claims are not shown by public records, including, without limitation, those who may be known to the Assured or who could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
5. If applicable, the names and addresses, as shown therein, of persons who have recorded requests for a copy of a notice of sale or notice of default, under ORS 86.803 of the Oregon trust deed statutes are:

N/A

NOTE: Compliance with the provisions of ORS 86.786 is required.

6. If applicable, the name of the Grantor in the encumbrance whose lien is to be enforced is:

Ann M. Golden

7. If applicable, the name of the successor in interest to the Grantor is:

N/A

8. If applicable, the names of additional necessary persons not shown above to be made defendants in a suit to enforce the subject encumbrance; or, if applicable, the names of additional persons who are entitled, under the Oregon trust deed statutes, ORS 86.705 et seq., to receive notice of sale; or, if applicable, the names of additional persons who are entitled, under the land sales contract forfeiture statutes, ORS 93.905, et seq., to receive notice of default, are:

NONE

