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

LANE COUNTY S.O. CIVIL  
06.27.18 825 411

NEW PENN FINANCIAL, LLC DBA  
SHELLPOINT MORTGAGE SERVICING,

CASE NO.: 16CV17046

WRIT OF EXECUTION

Plaintiff,  
vs.

ESTATE OF DORSEY LEE MCKINNEY, an  
estate; DORENE L. MCKINNEY, an heir;  
UNKNOWN HEIRS OF DORSEY LEE  
MCKINNEY, unknown heirs; 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 Lane        )

TO THE SHERIFF OF LANE COUNTY OREGON:

WHEREAS, on March 23, 2018, by consideration of the Lane County Circuit Court,  
there was entered a General Judgment of Foreclosure as to ESTATE OF DORSEY LEE  
MCKINNEY, an estate; DORENE L. MCKINNEY, an heir; UNKNOWN HEIRS OF DORSEY

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 LEE MCKINNEY, unknown heirs; 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 March 23, 2018; a true copy of the General Judgment  
6 of Foreclosure is attached hereto and made a part hereof.

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

10 NOW THEREFORE IN THE NAME OF THE STATE OF OREGON, you are  
11 commanded to sell the real property as by said General Judgment of Foreclosure according to  
12 law (subject to redemption) all of the interest that the borrower Dorsey Lee McKinney had on the  
13 3<sup>rd</sup> day of October 2008, the date of the Mortgage, and also all of the interest that borrower had  
14 thereafter, in the real property described in the Judgment as:

15 Lot 1, CHARLES W. ANDERSON TRACT, as platted and recorded in Volume 21. Page  
16 14, Lane County Oregon Plat Records, in Lane County. Oregon.

17 APN: 0470086

18 The street address of the real property to be levied upon is 1450 and 1460 Oak Patch  
19 Road, Eugene, OR 97402.

20 The above referenced property shall be sold to satisfy the following sums: The principal  
21 balance and interest in the amount of \$262,806.84; plus reasonable attorney fees and costs in the  
22 amount of \$5,378.00; plus a prevailing party fee in the amount of \$300.00; plus prejudgment  
23 interest from March 1, 2018 through March 23, 2018 in the amount of \$747.96 ( $\$32.52 \times 23$   
24 days); plus post-judgment interest accruing after March 23, 2018 through May 11, 2018, at the

25  
26 WRIT OF EXECUTION -2-

**Zieve, Brodnax & Steele, LLP**  
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Amy F. Harrington, Esq.  
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1 rate of 9.0% per annum, of \$3,243.80 (\$66.20 per diem x 49 days) for a total of \$272,476.60  
2 with interest to continue to accrue at the rate of 9.0% per annum (\$66.20 per diem) until the date  
3 of sale; Thus,

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

6 Principal Balance and Interest: \$262,806.84

7 Attorney Fees and Costs: \$5,378.00

8 Prevailing Party Fee: \$300.00

9 Pre-Judgment Interest from  
10 03/01/18 – 03/23/18 at 6.375%  
11 (\$32.52 per diem) \$747.96

12 Post-Judgment Interest from  
13 03/24/18 – 05/11/18 at 9.0%  
14 (\$66.20 per diem) \$3,243.80

15  
16 Total due as of May 11, 2018: \$272,476.60, with interest to continue to accrue at  
17 9.0% (\$66.20 per diem) until the date of sale.

18 The proceeds of sale shall be applied, delivered, and distributed according to ORS  
19 18.950.

20 MAY 16 2018

21 By: Angie Jones  
22 court clerk

22 Submitted by:

23  
24 Janaya L. Carter, OSB No 032830



25 WRIT OF EXECUTION -3-

26 Zieve, Brodnax & Steele, LLP  
27 Janaya L. Carter, Esq.  
28 Amy F. Harrington, Esq.  
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IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF LANE

NEW PENN FINANCIAL, LLC DBA  
SHELLPOINT MORTGAGE SERVICING,

Plaintiff,

vs.

ESTATE OF DORSEY LEE MCKINNEY, an  
estate; DORENE L. MCKINNEY, an heir;  
UNKNOWN HEIRS OF DORSEY LEE  
MCKINNEY, unknown heirs; 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. 16CV17046

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

///  
///  
///

1 Based upon the Motion for a General Judgment of Foreclosure filed by Plaintiff New  
2 Penn Financial LLC dba Shellpoint Mortgage Servicing ("Plaintiff"), the Non-Military  
3 Declaration, the Declaration in Support of Judgment, and the Statement for Attorney Fees, Costs,  
4 and Disbursements,

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

6 **1.**

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

11 **2.**

12 A writ of execution shall issue upon this General Judgment of Foreclosure.

13 **3.**

14 The Deed of Trust executed by Borrower and recorded on October 10, 2008, in the Lane  
15 County Recorder's Office as Instrument number 2008-056552, is a valid mortgage lien for the  
16 amount of Plaintiff's judgment set forth in paragraph 1 against all the real property, located in  
17 Lane County, Oregon commonly referred to as 1450 and 1460 Oak Patch Road, Eugene, OR  
18 97402, with a legal description as follows:

19 Lot 1, CHARLES W. ANDERSON TRACT, as platted and recorded in Volume 21. Page  
20 14, Lane County Oregon Plat Records, in Lane County. Oregon.

21 APN: 0470086.

22 **4.**

23 Said mortgage lien is superior to any interest, lien or claim of the Defendants in the real  
24 property, and all other interest in the property gained by him thereafter, or so much interest as  
25 may be necessary to satisfy the judgment of the Plaintiff shall be sold by the Sheriff of Lane  
26

1 County, Oregon in the manner provided by law and in accordance with the practice of this Court.

2 **5.**

3 The proceeds of sale shall first be applied to the costs of sale; then toward the satisfaction  
4 of Plaintiff's judgment awarded herein, calculated as of the date of sale; and any resulting surplus  
5 shall then be tendered to the Clerk of the Court to be distributed to such other party or parties as  
6 may establish their right thereto.

7 **6.**

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

12 **7.**

13 Plaintiff or any other party to this suit or third party purchase may become the purchaser  
14 at the sale of the real property. The purchaser is entitled to exclusive possession of the real  
15 property from and after the date of sale and is entitled to such remedies as are available at law to  
16 secure possession, including writ of assistance, if the Defendants and any other party or person  
17 shall refuse to surrender possession to the purchaser immediately on the purchaser's demand for  
18 possession.

19 **SECURED DEBT**

- 20
- |    |                                  |   |
|----|----------------------------------|---|
| 21 | 1. Judgment Creditor:            | New Penn Financial LLC dba Shellpoint Mortgage<br>Servicing |
| 22 |                                  | c/o Zieve, Brodnax, & Steele, LLP                           |
| 23 |                                  | One World Trade Center                                      |
| 24 |                                  | 121 Southwest Salmon St., 11 <sup>th</sup> Floor            |
| 25 |                                  | Portland, OR 97204  |
| 26 |                                  | 714-848-7920  |
| 27 | 2. Judgment Creditor's Attorney: | Amy F. Harrington   |

Janaya L. Carter  
Zieve, Brodnax, & Steele, LLP  
One World Trade Center  
121 Southwest Salmon St., 11<sup>th</sup> Floor  
Portland, OR 97204  
714-848-7920

3. Person or public body entitled to any portion of money award herein: None

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

a. Lenders' Principal and Interest

Principal Balance \$ 186,169.84

Accrued interest on the \$ 48,351.37  
principal balance through  
2/28/18

Accrued fees on the \$ 28,285.63  
principal balance through  
2/28/18

Additional pre-judgment interest  
to accrue from 2/28/18 to the date this  
judgment is entered, at the note rate  
of 6.375% (\$32.52 per diem)

Post-judgment interest to accrue on the  
sum of: (1) the judgment amount in section  
d, and (2) the additional pre-judgment interest  
accruing from 2/28/18 to the date of judgment.  
This post-judgment interest shall accrue at the  
statutory rate of 9.0%, from the date judgment  
is entered until the date of sale.

**Total Principal and Interest  
Through 2/28/18 at the rate of  
6.375%. (\$32.52 per diem)**

**\$ 262,806.84**

b. Attorneys' Fees and Costs

Attorney Fees \$3,460.00

Attorney Costs \$1,918.00

1           **Total Attorney Fees and Costs      \$5,378.00**

2           c. Prevailing Party Fee                    \$300.00

3           **d. TOTAL SECURED DEBT (JUDGMENT)      \$ 268,484.84**

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

Signed: 3/22/2018 10:08 AM

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13                                   **Karsten H. Rasmussen, Circuit Court Judge**  
14                                   **UTCRC 5.100(2) CERTIFICATE OF READINESS**

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

- 16           1.  Each party affected by this order or judgment has stipulated to the order or judgment,  
17           as shown by each party's signature on the document being submitted.
- 18           2.  Each party affected by this order or judgment has approved the order or judgment, as  
19           shown by each party's signature on the document being submitted or by written  
20           confirmation of approval sent to me.
- 21           3.  I have served a copy of this order or judgment on each party entitled to service and:  
22           a.  No objection has been served on me.
- 23  
24  
25  
26

27           GENERAL JUDGMENT OF FORECLOSURE -5-

ZIEVE, BRODNAX, & STEELE, LLP  
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1 b.  I received objections that I could not resolve with a party despite reasonable  
2 efforts to do so. I have filed a copy of the objections I have received and  
3 indicated which objections remained unresolved.

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

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

7 5.  An order of default is being requested with this proposed judgment.

8 6.  Service is not required pursuant to subsection 3 of this rule, or by statute, rule, or  
9 otherwise.

10 7.  This is a proposed judgment that includes an award of punitive damages and notice as  
11 been served on the Director of the Crime Victims' Assistance Section as required by  
12 subsection (5) of the rule.

13 8.  Other: \_\_\_\_\_  
14

15 Submitted By:

16 /s/ Amy Harrington 3/20/18

17 Amy F. Harrington, OSB No. 123363

18 Janaya L. Carter, OSB No. 032830

19 Attorneys for Plaintiff

20 One World Trade Center

121 Southwest Salmon St, 11<sup>th</sup> Floor

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