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

DEUTSCHE BANK NATIONAL TRUST
COMPANY AS TRUSTEE FOR
RESIDENTIAL ASSET SECURITIZATION
TRUST 2005-A8CB MORTGAGE PASS-
THROUGH CERTIFICATES SERIES 2005-
H,

Plaintiff,

v.

BYRON LEE CAIN; HOLLY ANN CAIN
AKA HOLLY A. SOJA; OREGON
AFFORDABLE HOUSING ASSISTANCE
CORPORATION; OREGON DEPARTMENT
OF REVENUE; AMERICAN EXPRESS
CENTURION BANK; LVNV FUNDING,
LLC; MIDLAND FUNDING, LLC and ALL
OTHER PERSONS OR PARTIES
UNKNOWN CLAIMING ANY RIGHT,
TITLE, LIEN, OR INTEREST IN THE REAL
PROPERTY COMMONLY KNOWN AS 562
NORTHWEST CEDAR COURT,
WARRENTON, OR 97146,

Defendants.

Case No. 18CV16663

**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 Byron Lee Cain; Holly Ann
Cain aka Holly A. Soja; Oregon Affordable Housing Assistance Corporation; Oregon
Department of Revenue; American Express Centurion Bank; LVNV Funding, LLC; Midland
Funding, LLC and All Other Persons or Parties Unknown Claiming Any Right, Title, Lien, or
Interest in The Real Property Commonly Known as 562 Northwest Cedar Court, Warrenton, OR
97146, the records on file herein, and pursuant to the Motion for General Judgment and
Declaration of Amount Due by Default by Plaintiff Deutsche Bank National Trust Company As
Trustee For Residential Asset Securitization Trust 2005-A8CB Mortgage Pass-Through
Page 1 – GENERAL JUDGMENT AND DECLARATION OF AMOUNT DUE BY DEFAULT

1 Certificates Series 2005-H ("Plaintiff"),

2 **IT IS HEREBY ADJUDGED:**

3 1. Plaintiff's security interest in the real property located at 562 Northwest Cedar
4 Court, Warrenton, OR 97146 ("Subject Property"), as evidenced by the Deed of Trust recorded
5 April 28, 2005 in the official records of Clatsop County as instrument number 200504911
6 ("Deed of Trust"), is a viable first priority lien, superior to the interests of all the Defendants. All
7 rights, claims, ownerships, liens, titles and demands of all Defendants are subsequent to
8 Plaintiff's lien as created by the Note and Deed of Trust. The Subject Property is legally
9 described as follows:

10 SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

11
12 2. The Deed of Trust is foreclosed and upon entry of this Judgment the court
13 administrator shall upon request of Plaintiff issue a writ of execution for the sale, by the Sheriff,
14 in the manner provided by law;

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

19 4. Plaintiff is owed reasonable attorney fees plus the remaining flat rate fees for an
20 uncontested execution on the Judgment, pursuant to the Note and Deed of Trust and ORCP Rule
21 68(C), which amount may be added to the outstanding obligation due and owing under the Note
22 and Deed of Trust and recovered from the proceeds of the sheriff's sale. Pursuant to the Deed of
23 Trust, these fees continue to accrue to the date of the execution sale. This amount to be satisfied
24 by sale of the Subject Property as directed under this Judgment;

25 5. Plaintiff is owed costs of suit pursuant to the Note and Deed of Trust, ORCP Rule
26 68(A)(2) and ORS 20.115(4), which may be added to the outstanding obligation due and owing

1 under the Note and Deed of Trust and recovered from the proceeds of the sheriff's sale. Pursuant
2 to the Deed of Trust, these costs continue to accrue to the date of the execution sale. This
3 amount to be satisfied by sale of the Subject Property as directed under this Judgment;

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

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

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

20 DECLARATION OF AMOUNT DUE BY DEFAULT

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

23 1. The total amount of the unpaid principal balance, interest, and other amounts
24 owed is \$181,828.55.

25 2. Simple interest at the variable rate currently at 5.8750% (\$17.457287 *per diem*)
26

1 after July 30, 2018 through the date of judgment.

2 3. Attorney fees of \$4,618.00, plus \$305.00, through the date of sale.

3 4. Costs of \$3,682.78, plus costs accrued through the date of sale.

4 5. Prevailing party fee: \$300.00.

5 6. Post-judgment interest thereafter on the total amount above, #1-5, at the contract
6 rate of interest or 9.000% per annum, whichever is greater, through the date of sale.

7 **IT IS SO ADJUDGED**

Signed: 8/27/2018 02:34 PM

Paula Brownhill

Circuit Court Judge Paula Brownhill

13 **CERTIFICATE OF READINESS**

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

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

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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

/s/ Sarah M. Mathenia _____

Date: August 14, 2018

- { } Hunter Zook, OSB #095578
- { } Katie Riggs, OSB #095861
- {X} Sarah M. Mathenia, OSB #120681
- { } Shannon K. Calt, OSB #121855
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