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Court clerk has not verified the figures in
this writ. If you have questions
regarding this writ, please contact your legal
counsel, the issuing attorney, or company.
Debtor may contest this writ by filing a claim
of exception.

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

CIT BANK, N.A.,

Plaintiff,

vs.

HAYES TRUST DATED FEBRUARY 8,
1995, a trust; ESTATE OF ANGIE D.
HAYES AKA ANGELINE DELORES
HAYES, an estate; UNKNOWN HEIRS OF
ANGIE D. HAYES AKA ANGELINE
DELORES HAYES, heirs; MAX
CONDOMINIUM OWNERS
ASSOCIATION, a nonprofit corporation;
OREGON CENTRAL CREDIT UNION n/k/a
OREGONIANS CREDIT UNION, a credit
union; 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: 16CV11959

WRIT OF EXECUTION IN FORECLOSURE

TO: THE SHERIFF OF MULTNOMAH COUNTY, OREGON:

1.

WHEREAS, on May 29, 2018, in the above-entitled Court, a General Judgment of

1 Foreclosure ("Judgment") was entered and docketed in the above-entitled and numbered proceeding
2 2.

3 NOW, THEREFORE, IN THE NAME OF THE STATE OF OREGON, you are hereby
4 commanded to sell, in the manner prescribed by law for the sale of real property upon (subject to
5 redemption, if applicable), all of the interest which the Defendant HAYES TRUST DATED
6 FEBRUARY 8, 1995 ("Defendant") had on January 3, 2007, the date of the foreclosed Deed of
7 Trust which was recorded on January 8, 2007, as Instrument No. 2007-003521 in the official records
8 of the Multnomah County Recorder's Office, and/or all of the interest which Defendant had
9 thereafter, in the real property described in the Judgment to satisfy the Judgment as follows:

10
11 **Lender's Principal Judgment:**

| | |
|--|----------------------------|
| 12 Unpaid Principal Balance: | \$99,626.51 |
| 13 Pre-Judgment Interest from January 8, 14 2007 to March 28, 2016, the date set 15 forth in the Judgment at variable rates: | \$13,004.36 |
| 16 Lender's Fees and Costs: | \$12,649.12 |
| 17 Attorney's Fees and Costs: | \$4,723.00 |
| 18 <i>Total Judgment Entered:</i> | <i>\$130,002.99</i> |

19
20 **Additional Pre-Judgment Interest:**

| | |
|---|---------------------------|
| 21 Accrued Interest from March 29, 2016, 22 the day after the date set forth in the 23 Judgment through May 29 2018, the 24 date of entry of the Judgment, at 6.46%, 25 per annum (\$17.58 per diem): | <i>\$13,905.78</i> |
|---|---------------------------|

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Total Judgment Entered Including

Additional Pre-Judgment

Interest: \$143,908.77

Post-Judgment Interest

Accrued Post-Judgment Interest from
May 30, 2018, the date after entry of
the Judgment, through October 29,
2018 the date the Writ was requested at
the legal rate of interest at 9%, per
annum (\$35.48 per diem):

\$5,392.96

Total Amount Owing on the Judgment as of the Date

the Writ Was Requested: \$149,301.73

3.

Additionally, Plaintiff is entitled to the continued accrual of post-judgment interest at the legal rate of interest of 9% per annum, \$35.48 per diem, from October 30, 2018 to the date the real property subject to the Judgment is sold by the County Sheriff at its foreclosure auction, plus costs of this Writ, Sherriff's fees and sale costs, and all other recovered costs pursuant to law.

4.

The real property subject to this writ of execution is commonly known as 18170 E Burnside Street, Portland, OR 97233 ("Property") and described in Exhibit "1" attached hereto.

5.

The Judgment Creditor's name and address is:

CIT Bank, N.A.
c/o Financial Freedom
8888 East Walnut Street
Pasadena, CA 91101-1895

1 The Judgment Creditor's name and address for the purpose of this Writ is:

2 CIT Bank, N.A.

3 c/o Malcolm & Cisneros, ALC (Attention: Nathan F. Smith)

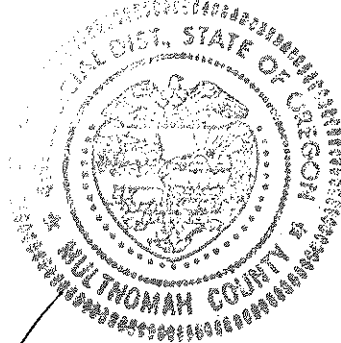
4 2112 Business Center Drive

5 Irvine, CA 92612

6 949-252-9400

7 THEREFORE, in the name of the State of Oregon, you are hereby commanded to seize and
8 sell the Property, in the manner prescribed by law; or so much thereof as may be necessary to satisfy
9 the Judgment, interest, fees, and costs.

10 MAKE RETURN HEREOF within 60 days after you receive this Writ.



12/3/18

16 Submitted by:

17
18 Dated: October 29, 2018

19 Nathan F. Smith, OSB #120112
20 Attorney for Plaintiff
21 MALCOLM ♦ CISNEROS, A Law Corporation
22 2112 Business Center Drive, Second Floor
23 Irvine, California 92612
24 Phone: (949) 252-9400
25 Fax: (949) 252-1032
26 Email: nathan@mclaw.org
27
28

Exhibit 1



Real property in the County of Multnomah, State of Oregon, described as follows:

UNIT 5, TOGETHER WITH GARAGE UNIT 5, MAX CONDOMINIUMS, IN THE CITY OF GRESHAM, COUNTY OF MULTNOMAH AND STATE OF OREGON, TOGETHER WITH AN UNDIVIDED INTEREST IN AND TO THE LIMITED AND GENERAL COMMON ELEMENTS APPERTAINING THERETO AS SET FORTH IN DECLARATION RECORDED OCTOBER 1, 1999, AS FEE NO. 99184114, AND AMENDMENTS THERETO, RECORDS OF MULTNOMAH COUNTY.

Tax Parcel Number: R488407

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

CIT BANK, N.A. ,

Plaintiff,

vs.

HAYES TRUST DATED FEBRUARY 8,
1995, a trust; ESTATE OF ANGIE D.
HAYES AKA ANGELINE DELORES
HAYES, an estate; UNKNOWN HEIRS OF
ANGIE D. HAYES AKA ANGELINE
DELORES HAYES, heirs; MAX
CONDOMINIUM OWNERS
ASSOCIATION, a nonprofit corporation;
OREGON CENTRAL CREDIT UNION n/k/a
OREGONIANS CREDIT UNION, a credit
union; 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: 16CV11959

SPECIALLY ASSIGNED TO JUDGE
ROBERTS

GENERAL JUDGMENT OF
FORECLOSURE AGAINST DEFENDANT
HAYES TRUST DATED FEBRUARY 8,
1995

1.

THIS MATTER, coming on regularly before the Court, and it appearing from the record
herein that Plaintiff, CIT Bank, N.A. ("Plaintiff"), filed its Complaint for Foreclosure of Deed of

1 Trust; that Defendant HAYES TRUST DATED FEBRUARY 8, 1995 ("Defendant") was duly
2 served with the Summons and Complaint as required by law; that Defendant failed to appear, that an
3 order of default has been entered against it on Plaintiff's Complaint, and that Plaintiff is entitled to
4 entry of a General Judgment foreclosing Plaintiff's deed of trust against the property commonly
5 known as 18170 E Burnside Street, Portland, OR 97233 ("Property") and extinguishing any and all
6 interest of the Defendants in the Property.

7 2.

8 The Court being fully advised; it is hereby
9 ORDERED AND ADJUDGED that:

10 3.

11 Plaintiff is the holder of that certain Adjustable Rate Note ("Note"), dated January 3, 2007, in
12 the amount of \$214,500.00, and executed by Eugene F Hayes and Angie D. Hayes.

13 4.

14 The Note is secured by that certain deed of trust ("Deed of Trust") dated January 3, 2007 and
15 executed by Eugene F Hayes and Angie D. Hayes. The Deed of Trust was recorded on January 8,
16 2007 under the recording number 2007-003521 of the Official Records of Multnomah County,
17 Oregon, against the Property, which is legally described as:

18 **Unit 5, TOGETHER WITH Garage Unit 5, MAX CONDOMINIUMS, in the**
19 **City of Gresham, County of Multnomah and State of Oregon, TOGETHER**
20 **WITH an undivided interest in and to the limited and general common elements**
21 **appertaining thereto as set forth in Declaration recorded October 1, 1999 as Fee**
22 **No. 99184114, and amendments thereto, Records of Multnomah County.**

23 ("Property") and constitutes a valid lien against the Property.

24 5.

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

27 6.

28 The Deed of Trust is a valid first priority lien encumbering the Property, is superior to any

1 interest, lien, or claim of the Defendant and any other party in the Property, which are hereby
2 foreclosed and terminated, excepting only any statutory right of redemption to which the Defendants
3 may be entitled under Oregon law.

4 the court enters this 7. 2016
5 declaration of the amount due, plus interest accrued since March 29
6 A judgment of foreclosure in the amount of \$130,002.99 shall be granted in favor of Plaintiff,
7 and its successors and/or assigns, as further described below in the Declaration of Amount Owed –
8 Not a Money Award (“Amount Owed”).
9 and a judgment of foreclosure to pay that amount.

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

13 9.
14 Plaintiff is entitled to recover its reasonable attorney's fees and all reasonable and necessary
15 costs and expenses incurred to enforcing the Note and Deed of Trust.

16 10.
17 ~~Any increased interest or any such additional amounts as Plaintiff may advance for taxes,~~
18 ~~assessments, municipal charges, and such other items as may constitute liens on the Property,~~
19 ~~together with insurance and repairs necessary to prevent the impairment of the Property, together~~
20 ~~with interest thereon from the date of payment may also be added to the Amount Owed and paid~~
21 ~~from the proceeds from the sale of the Property.~~

22 11.
23 Defendants and all other parties claiming an interest in the Property as purchasers,
24 encumbrancers, or otherwise, are forever barred and foreclosed of all interests, liens, or claims in the
25 Property and every portion thereof, excepting only any statutory right of redemption provided by the
26 laws of the State of Oregon.

27 12.
28 Defendant HAYES TRUST DATED FEBRUARY 8, 1995 is not entitled to a homestead
exemption in the Property pursuant to ORS 18.406.

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13.

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

14.

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

15.

This Court shall retain jurisdiction to enforce all provisions of this General Judgment and to enter such additional order, judgment, or decree necessary for the purchaser at the foreclosure sale to obtain possession of the Property.

16.

Under the Note, there is now due and owing to Plaintiff, the following amounts, to be hereinafter described as the Amount Owed.

17.

This suit does not constitute an attempt to collect the debt against Defendant HAYES TRUST DATED FEBRUARY 8, 1995. Rather, it is a suit to execute upon the Property as security for the Amount Owed.

18.

On February 27, 2017, this Court entered an Order upon the stipulation of Plaintiff and Defendant Max Condominium Owners Association ("Stipulating Defendant") which provided:

- a. Plaintiff's Lien is superior to any interest, lien or claim of Stipulating Defendant, including any lien in favor of the Stipulating Defendant.
- b. The interest of Stipulating Defendant in the Property, and all persons claiming by, through, or under it, as purchasers, encumbrancers, or otherwise is adjudged inferior and subordinate to Plaintiff's interest.

1 c. Upon entry of a General Judgment foreclosing the interests of the Borrower, the
2 interest of Stipulating Defendant and any successors in interest in the Property shall be foreclosed
3 and terminated excepting only any statutory right of redemption as provided by Oregon law.

4 d. Stipulating Defendant is entitled to receive distributions of surplus proceeds in the
5 priority as Stipulating Defendant's interest may appear in an appropriate before the court, and after
6 application of the costs of sale and satisfaction of Plaintiff's Lien as awarded in a General Judgment.

7 e. Stipulating Defendant is not an agent, partner, joint venturer and/or employee of any
8 of the other defendants in this matter.

9 f. No money judgment shall be entered against Stipulating Defendant.

10 g. Stipulating Defendant retains its rights, if any, to its statutory right of redemption.

11 h. This Stipulated Judgment shall inure to the benefit of Plaintiff and Stipulating
12 Defendant, their successors and/or assignees.

13 i. Plaintiff and Stipulating Defendant shall bear their own attorney's fees and costs.

14 Those terms and stipulations are hereby incorporated into this General Judgment.

15 **DECLARATION OF DEBT SECURED BY DEED OF TRUST**

16 **(Pursuant to Senate Bill 368)**

17 19.

18 Under the terms of the Deed of Trust and the Note dated January 3, 2007, in the original
19 principal amount of \$214,500.00, there is now due and owing the following amounts, to be
20 hereinafter described as the Amount Due:

21 **DECLARATION OF AMOUNT OWED – NOT A MONEY AWARD**

| | |
|---------------------------------|--|
| 22 1. Judgment Creditor: | CIT Bank, N.A. |
| 23 Address: | c/o MALCOLM ♦ CISNEROS, 24 A Law Corporation 25 2112 Business Center Drive, 2 nd Floor 26 Irvine, California 92612 |

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Judgment Attorney: Nathan F. Smith
Address: MALCOLM ♦ CISNEROS, A Law Corporation
2112 Business Center Drive, 2nd Floor
Irvine, California 92612
Telephone Number: (949) 252-9400

- 2. Persons or Public Bodies Entitled to a Portion the Judgment:** N/A
- 3. Judgment Amount:** \$130,002.99
- 4. Pre-Judgment Interest:** Simple interest to accrue on \$99,626.51 from March 29, 2016 to the date the Judgment is entered into the Court's register at 6.46% per annum, \$17.58 per diem.
- 5. Post-Judgment Interest:** Simple interest to accrue on \$130,002.99 plus Pre-Judgment Interest from the day after the General Judgment is entered to the date upon which the Writ of Execution in Foreclosure is levied at the 6.46%, the contract rate of interest.
- 6. Periodic accrual:** N/A

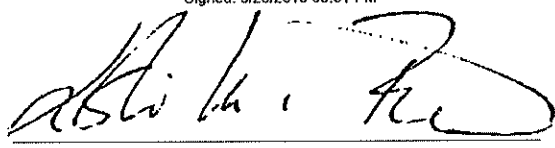
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7. Attorney's Fees and Costs:

An award of \$4,723.00 in attorney's fees and costs is made.

Signed: 5/23/2018 05:01 PM



Circuit Court Judge Leslie Roberts

PRESENTED BY:

s/ Steve Bonfiglio
Steve Bonfiglio, OSB #051220
Attorney for CIT Bank, N.A.

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Stipulated to by:

APPROVED AND AGREED TO:
Accepted this 28th day of September, 2017

s/ Steve Bonfiglio
 Nathan F. Smith, OSB #120112
 Steve Bonfiglio, OSB #051220
Attorneys for Plaintiff
MALCOLM ♦ CISNEROS, A Law Corporation
2112 Business Center Drive, Second Floor
Irvine, California 92612
(949) 252-9400 (TELEPHONE)
(949) 252-1032 (FAX)
Email: sbonfiglio@mclaw.org

APPROVED AND AGREED TO:
DEFENDANT MAX CONDOMINIUM OWNERS ASSOCIATION
Accepted this 28th day of September, 2017

s/ Stuart K. Cohen
Stuart K. Cohen, OSB #851738
Landye Bennett Blumstein LLP
1300 SW 5th Ave., Ste. 3600
Portland, OR 97201
Email: scohen@lbblawyers.com

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: May 8th, 2018

By: s/ Steve Bonfiglio
Steve Bonfiglio, OSB #051220
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)
Email: sbonfiglio@mclaw.org

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CERTIFICATE OF SERVICE

I hereby certify that I have served a true copy of the foregoing **GENERAL JUDGMENT OF FORECLOSURE** by email the same on May 8th, 2018, to each of the parties and at each parties' regular address as shown below:

Stuart K. Cohen
Landye Bennet Blumstein LLP
1300 SW Fifth Ave., Ste. 3500
Portland, OR 97201
Email: SCohen@lbblawyers.com
Attorney for Defendant MAX CONDOMINIUM OWNERS ASSOCIATION

DATED: May 8th, 2018

By: s/ May Flores
Paralegal
MALCOLM ♦ CISNEROS, A Law Corporation
2112 Business Center Drive, Second Floor
Irvine, California 92612
(949) 252-9400 (TELEPHONE)
(949) 252-1032 (FAX)
Email: mflores@mclaw.org