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

NEW PENN FINANCIAL LLC D/B/A
SHELLPOINT MORTGAGE SERVICING,

Plaintiff,

v.

THE UNKNOWN HEIRS AND DEVISEES
OF DONALD R. KNOTTINGHAM;
MELISSA RONEY; VICKY
KNOTTINGHAM; MARY EASTMAN;
JULIE EASTMAN-SPRIGGS;
OCCUPANTS OF THE PROPERTY,

Defendants.

Case No.: 17CV42553

GENERAL JUDGMENT OF
FORECLOSURE

1.

THIS MATTER came before the Court on Plaintiff's motion.

All defendants ("Defaulted Defendants") were duly served with process and failed to appear; the default has been entered against Defaulted Defendants, and it appearing that Defaulted Defendants are not incapacitated, protected persons, respondents as defined in ORS 125.005, minors, or in the military service of the United States:

2.

IT IS HEREBY ADJUDGED that Plaintiff shall have judgment as follows:

- a. The real property to which this judgment relates is located and situated in Clatsop County, Oregon, and is commonly known as 92795 Simonsen Rd, Astoria, OR 97103 (the "Subject Property"), legally described as shown in the attached *Exhibit 1*, and having APN/Parcel No. 20730, 20731.

1 b. Plaintiff is entitled to enforce the note dated May 9, 2007 and made, delivered, and executed
2 by DONALD R. KNOTTINGHAM to ABN AMRO MORTGAGE GROUP, INC. in the
3 amount of \$233,000.00 (the "Note"). The Note was transferred to Plaintiff by delivery of
4 possession and by indorsement set forth on the Note.

5 c. A deed of trust was made, executed, and delivered by Borrower DONALD R.
6 KNOTTINGHAM on or about May 9, 2007 (the "Deed of Trust"). The Deed of Trust was
7 recorded on May 14, 2007 as Instrument No. 200704865 in the official records of Clatsop
8 County, Oregon. The Deed of Trust is a valid and perfected lien against all of the Property
9 for and securing the Amount Due. The lien of the Plaintiff is superior to any interest, lien, or
10 claim of the Defendants and shall remain in effect until issuance of a Sheriff's Deed.

11 d. The Borrower failed to make the payment that was due for May 1, 2014 and has not cured
12 the default. The amount of debt secured by the Deed of Trust that is now due and owing is
13 comprised of the following amounts (the "Amount Due"):

14	a) Unpaid principal balance:	\$209,049.44
15	b) Prejudgment interest accruing from	
16	4/1/2014 through 8/6/2018 and	
17	continuing until the entry of	
18	judgment at the current Note rate of	
19	5.0%:	\$46,316.80
20	c) Additional amounts due under the	\$21,473.49
21	terms of the loan:	
22	d) Attorney fees and costs:	\$8,336.73
23	e) Prevailing party fee (ORS 20.190	\$85.00
24	(1)(a)):	
25	Total:	\$285,261.46

26 Pursuant to ORS 82.010 (2), post-judgment interest shall accrue on the Amount Due from the
27 date of entry of this judgment through the sale of the Subject Property at the rate of 9.00%
28 per annum.

1 e. The interest of the Defendants and any successor in interest in the Subject Property is
2 foreclosed and terminated excepting only any statutory right of redemption as provided by
3 Oregon law.

4 f. The Borrower is not entitled to a homestead exception as against Plaintiff's judgment.

5 g. All right, title and interest in the Subject Property that Borrower DONALD R.
6 KNOTTINGHAM had as of the date of the Deed of Trust or thereafter acquired is hereby
7 ordered to be sold by the Clatsop County Sheriff's Office in accordance with the process for
8 sale upon execution, and the proceeds of sale shall be applied:

9 1) First, to the costs of sale not incurred by Plaintiff;

10 2) Second, to the Amount Due, plus post-judgment interest accruing from the date of
11 entry of judgment through the date of the sale and any incurred costs of sale;

12 3) Third, the surplus, if any, to the Defendants in the priority as their interest may
13 appear, described *infra*, or to the clerk of the court to be distributed by the Court to
14 such party or parties as they may establish their right thereto.

15 h. Plaintiff may become purchaser at the sale of the Subject Property and, pursuant to ORS
16 18.936 (2), may credit bid up to the Amount Due, plus post-judgment interest accruing from
17 the date of entry of judgment through the date of the sale and any incurred costs of sale.

18 i. The purchaser at the sale is entitled to exclusive and immediate possession of the Subject
19 Property from and after the date of the sale and is entitled to such remedies as are available at
20 law or in equity to secure possession. The purchaser at the sale may apply to the Court for a
21 writ of assistance if any Defendant, other party, or other person shall refuse to surrender
22 possession to the purchaser immediately upon the purchaser's demand for possession.

23 j. In the event the proceeds of sale are insufficient to pay the Amount Due, Plaintiff shall not be
24 entitled to any further or other judgment, including a judgment for the deficiency.

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1 k. If, before the sale, the Amount Due is brought into court and paid to the clerk, the execution,
2 if issued, shall be recalled and the effect of the judgment as to the Amount Due shall be
3 terminated.

Signed: 8/7/2018 12:59 PM



Circuit Court Judge Dawn M. McIntosh

11 I hereby certify that the requirements of UTCR 5.100 have been satisfied.

12 This proposed Judgment Of Foreclosure is ready for judicial signature because:

13 Each opposing party affected by this order or judgment has stipulated to the order or
14 judgment, as shown by each opposing party's signature on the document being
submitted.

15 Each opposing party affected by this order or judgment has approved the order or
16 judgment, as shown by signature on the document being submitted or by written
confirmation of approval sent to me.

17 I have served a copy of this order or judgment on all parties entitled to service and:

18 No objection has been served on me.

19 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.

20 After conferring about objections, _____ agreed to independently file
any remaining objection.

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

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

23 Service is not required pursuant to subsection (3) of this rule, or by statute, rule, or
24 otherwise.

1 [] This is a proposed judgment that includes an award of punitive damages and notice
2 has been served on the Director of the Crime Victims' Assistance Section as required
3 by subsection (4) of this rule.

4 [] Other: _____

5 Dated: 8/6/2018 and submitted by:

6 **McCarthy & Holthus, LLP**

7 s/ Andreanna C. Smith

8 Andreanna Smith OSB No. 131336

9 920 SW 3rd Ave, 1st Floor

10 Portland, OR 97204

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14 Of Attorneys for Plaintiff

EXHIBIT "1"

THE LAND REFERRED TO IN THIS GUARANTEE IS SITUATED IN THE CITY OF ASTORIA, COUNTY OF CLATSOP, STATE OF OREGON, AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 954" WHICH IS SOUTH 12° 52' 12" EAST 859.76 FEET (HANDFORTH LARSON & BARRETT, INC. MAP FILED AS B-9666. CLATSOP COUNTY SURVEY RECORDS, SHOWS A MEASURED VALUE OF 859.88 FEET) FROM THE QUARTER CORNER COMMON TO SECTIONS 22 AND 23, TOWNSHIP 8 NORTH, RANGE 8 WEST, WILLAMETTE MERIDIAN;
THENCE SOUTH 73° 14' 04" EAST A DISTANCE OF 77.10 FEET (A MEASURED VALUE OF WHICH IS SOUTH 73° 15' 47" EAST PER SAID MAP B-9666) TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 73° 14' 04" EAST A DISTANCE OF 16.42 FEET (A MEASURED VALUE OF WHICH IS SOUTH 73° 15' 47" EAST A DISTANCE OF 16.50 FEET PER SAID MAP B-9666) TO A FOUND 1/2" IRON PIPE;
THENCE SOUTH 46° 02' 52" EAST A DISTANCE OF 80.40 FEET;
THENCE NORTH 87° 47' 50" EAST A DISTANCE OF 248.87 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO TED R. NANCE AND AURORA NANCE DESCRIBED BY DEED RECORDED IN BOOK 502, PAGE 820, CLATSOP COUNTY RECORDS;
THENCE NORTH 02° 55' 10" WEST ALONG THE WEST LINE OF SAID NANCE TRACT A DISTANCE OF 9.70 FEET TO A FOUND 1/2 IRON PIPE;
THENCE NORTH 11° 52' 04" WEST A DISTANCE OF 340.26 FEET;
THENCE NORTH 07° 45' 36" EAST A DISTANCE OF 69.12 FEET;
THENCE NORTH 28° 18' 29" EAST A DISTANCE OF 62.44 FEET;
THENCE NORTH 51° 20' 53" WEST A DISTANCE OF 255.88 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO KONSTA RUONALA AND ANNA RUONALA, HUSBAND AND WIFE, BY DEED RECORDED IN BOOK 132, PAGE 122, CLATSOP COUNTY RECORDS;
THENCE SOUTH 89° 12' 41" WEST ALONG THE SOUTH LINE OF SAID RUONALA TRACT A DISTANCE OF 166.00 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO ARTHUR PURO AND LEAH S. PURO, HUSBAND AND WIFE, BY DEED RECORDED IN BOOK 191, PAGE 432, CLATSOP COUNTY RECORDS;
THENCE SOUTH 11° 55' 00" WEST ALONG THE EAST LINE OF SAID PURO TRACT A DISTANCE OF 185.0 FEET TO THE SOUTHEAST CORNER THEREOF;
THENCE SOUTH 89° 12' 41" WEST ALONG THE SOUTH LINE OF SAID PURO TRACT A DISTANCE OF 117.99 FEET TO THE EASTERLY RIGHT OF WAY OF THE SIMONSON COUNTY ROAD;
THENCE SOUTH 00° 52' 01" WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 222.55 FEET TO A 5/8" REBAR WITH YELLOW PLASTIC CAP STAMPED "HOVDEN LS 954";
THENCE SOUTH 85° 43' 36" EAST A DISTANCE OF 256.60 FEET TO A 5/8" REBAR WITH YELLOW PLASTIC CAP STAMPED "HLB INC";
THENCE SOUTH 08° 09' 29" WEST A DISTANCE OF 149.37 FEET TO THE TRUE POINT OF BEGINNING, IN THE COUNTY OF CLATSOP, STATE OF OREGON.