

RCVD DESCHUTES COUNTY 10/19/18

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

THE BANK OF NEW YORK MELLON,  
F/K/A AS THE BANK OF NEW YORK, AS  
TRUSTEE FOR THE  
CERTIFICATEHOLDERS OF CWABS,  
INC., ASSET-BACKED CERTIFICATES  
SERIES 2006-6 BY GREEN TREE  
SERVICING LLC,

Plaintiff,

vs.

CINDY DAHL, an individual; LEONARD  
DAHL, an individual; REAL TIME  
RESOLUTION, INC., a corporation; 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: 15CV25676**

**WRIT OF EXECUTION IN FORECLOSURE**



**CERTIFIED TRUE COPY OF THE ORIGINAL**  
Dated this 11 day of Oct, 2018.  
**CIRCUIT COURT OF THE STATE OF OREGON**  
**FOR DESCHUTES COUNTY**  
BY: [Signature]  
COURT CLERK

TO: THE SHERIFF OF DESCHUTES COUNTY, OREGON:

1.

WHEREAS, on October 23, 2018, in the above-entitled Court, a General Judgment of  
Foreclosure ("Judgment") was entered and docketed in the above-entitled and numbered proceeding



1 **Additional Pre-Judgment Interest:**

2 Accrued Interest from August 17, 2018,  
3 the day after the date set forth in the  
4 Judgment through October 23, 2018,  
5 the date of entry of the Judgment, at  
6 Interest 6.875%, per annum

7 (\$46.621 per diem): \$3,123.61

8  
9 ***Total Judgment Entered Including***

10 ***Additional Pre-Judgment***

11 ***Interest:*** \$421,167.70

12 3.

13 Additionally, Plaintiff is entitled to the accrual of post-judgment interest on \$421,167.70 at  
14 the legal rate of interest of 9% per annum, \$103.84 per diem, from October 24, 2018 to the date the  
15 real property subject to the Judgment is sold by the County Sheriff at its foreclosure auction, plus  
16 costs of this Writ, Sheriff's fees and sale costs, and all other recovered costs pursuant to law.

17 4.

18 The real property subject to this writ of execution is commonly known as 55374 Gross Drive,  
19 Bend, OR 97707 ("Property") and described in Exhibit "1" attached hereto.

20 5.

21 The Judgment Creditor's name and address is:

22 THE BANK OF NEW YORK MELLON, F/K/A AS THE BANK OF NEW YORK, AS TRUSTEE

23 FOR THE CERTIFICATEHOLDERS OF CWABS, INC., ASSET-BACKED CERTIFICATES

24 SERIES 2006-6 BY GREEN TREE SERVICING LLC

25 c/o Carrington Mortgage Services, LLC

26 1600 S Douglass Road, Suite 200-A

27 Anaheim Ca 92806

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The Judgment Creditor's name and address for the purpose of this Writ is:  
THE BANK OF NEW YORK MELLON, F/K/A AS THE BANK OF NEW YORK, AS TRUSTEE  
FOR THE CERTIFICATEHOLDERS OF CWABS, INC., ASSET-BACKED CERTIFICATES  
SERIES 2006-6 BY GREEN TREE SERVICING LLC  
c/o Malcolm & Cisneros, ALC (Attention: Nathan F. Smith)  
2112 Business Center Drive  
Irvine, CA 92612  
949-252-9400

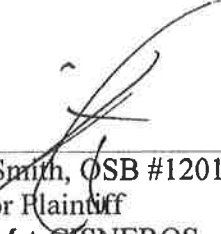
THEREFORE, in the name of the State of Oregon, you are hereby commanded to seize and  
sell the Property, in the manner prescribed by law; or so much thereof as may be necessary to satisfy  
the Judgment, interest, fees, and costs.

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

Signed: 11/8/2018 01:43 PM  
  
Trial Court Administrator Jeffrey E. Hall



Submitted by:

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

Dated: 11/6/18

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# EXHIBIT 1

**LEGAL DESCRIPTION**

Lot 24 in Block 6 of Oregon Water Wonderland, Unit No. 1, Deschutes County, Oregon.

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

THE BANK OF NEW YORK MELLON,  
F/K/A AS THE BANK OF NEW YORK, AS  
TRUSTEE FOR THE  
CERTIFICATEHOLDERS OF CWABS,  
INC., ASSET-BACKED CERTIFICATES  
SERIES 2006-6 BY GREEN TREE  
SERVICING LLC,

Plaintiff,

vs.

CINDY DAHL, an individual; LEONARD  
DAHL, an individual; REAL TIME  
RESOLUTIONS, INC., a corporation; 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: 15CV25676

GENERAL JUDGMENT OF  
FORECLOSURE AGAINST:

1. LEONARD DAHL,
2. CINDY DAHL,
3. REAL TIME RESOLUTIONS,  
INC.



CERTIFIED TRUE COPY OF THE ORIGINAL  
Dated this 11 day of Dec, 2018.  
CIRCUIT COURT OF THE STATE OF OREGON  
FOR DESCHUTES COUNTY

BY: Sarah C. [Signature]  
COURT CLERK

1.

THIS MATTER, coming on regularly before the Court, and it appearing from the record herein that Plaintiff, THE BANK OF NEW YORK MELLON, F/K/A AS THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWABS, INC., ASSET-BACKED CERTIFICATES SERIES 2006-6 BY GREEN TREE SERVICING LLC ("Plaintiff"), filed its Complaint for Foreclosure of Deed of Trust; that Defendants LEONARD DAHL, CINDY

1 DAHL, and REAL TIME RESOLUTIONS, INC. ("Defendants") were duly served with the  
2 Summons and Complaint as required by law; that Defendants failed to appear, that an order of  
3 default has been entered against them on Plaintiff's Complaint, and that Plaintiff is entitled to entry  
4 of a General Judgment foreclosing Plaintiff's deed of trust against the property commonly known as  
5 55374 Gross Drive, Bend , OR 97707 ("Property") and extinguishing any and all interest of the  
6 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 promissory note ("Note"), dated February 23, 2006, in  
12 the amount of \$259,250.00, and executed by LEONARD DAHL.

13 4.

14 The Note is secured by that certain deed of trust ("Deed of Trust") dated February 23, 2006  
15 and executed by LEONARD DAHL and CINDY DAHL. The Deed of Trust was recorded on  
16 February 28, 2006 under the recording number 2006-13780 of the Official Records of Deschutes  
17 County, Oregon, against the Property, which is legally described in Exhibit "1" attached hereto  
18 ("Property") and constitutes a valid lien against the Property.

19 5.

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

22 6.

23 The Deed of Trust is a valid first priority lien encumbering the Property, is superior to any  
24 interest, lien, or claim of the Defendants and any other party in the Property, which are hereby  
25 foreclosed and terminated, excepting only any statutory right of redemption to which the Defendants  
26 may be entitled under Oregon law.

27 7.

28 A judgment of foreclosure in the amount of \$418,044.09 shall be granted in favor of Plaintiff,



1 and its successors and/or assigns, as further described below in the Declaration of Amount Owed –  
2 Not a Money Award (“Amount Owed”).

3 8.

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

7 9.

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

10 10.

11 Any increased interest or any such additional amounts as Plaintiff may advance for taxes,  
12 assessments, municipal charges, and such other items as may constitute liens on the Property,  
13 together with insurance and repairs necessary to prevent the impairment of the Property, together  
14 with interest thereon from the date of payment may also be added to the Amount Owed and paid  
15 from the proceeds from the sale of the Property.

16 11.

17 Defendants and all parties claiming an interest in the Property as purchasers, encumbrancers,  
18 or otherwise, are forever barred and foreclosed of all interests, liens, or claims in the Property and  
19 every portion thereof, excepting only any statutory right of redemption provided by the laws of the  
20 State of Oregon.

21 12.

22 Defendants LEONARD DAHL and CINDY DAHL are not entitled to a homestead  
23 exemption in the Property.

24 13.

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

27 14.

28 The purchaser of the Property at the Sheriff's Sale is entitled to exclusive and immediate

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

5 15.

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

9 16.

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

12 17.

13 This suit does not constitute an attempt to collect the debt against Defendants LEONARD  
14 DAHL and CINDY DAHL. Rather, it is a suit to execute upon the Property as security for the  
15 Amount Owed.

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

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

18 18.

19 Under the terms of the Deed of Trust and the Note dated February 23, 2006, in the original  
20 principal amount of \$259,250.00, there is now due and owing the following amounts, to be  
21 hereinafter described as the Amount Due:

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DECLARATION OF AMOUNT OWED – NOT A MONEY AWARD

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**1. Judgment Creditor:** THE BANK OF NEW YORK MELLON, F/K/A AS  
**Address:** THE BANK OF NEW YORK, AS TRUSTEE FOR  
THE CERTIFICATEHOLDERS OF CWABS, INC.,  
ASSET-BACKED CERTIFICATES SERIES 2006-6  
BY GREEN TREE SERVICING LLC  
c/o MALCOLM ♦ CISNEROS,  
A Law Corporation  
2112 Business Center Drive, 2<sup>nd</sup> Floor  
Irvine, California 92612

**Judgment Attorney:** Nathan F. Smith  
**Address:** MALCOLM ♦ CISNEROS, A Law Corporation  
2112 Business Center Drive, 2<sup>nd</sup> 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:** \$413,235.09

**4. Pre-Judgment Interest:** Simple interest to accrue on \$247,515.99 from  
August 17, 2018 to the date the Judgment is entered  
into the Court's register at Interest 6.875% per  
annum, \$46.621 per diem.

**5. Post-Judgment Interest:** Simple interest to accrue on \$418,044.09 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 legal rate  
of interest or 9% per annum, whichever is greater.

**6. Periodic accrual:** N/A

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**7. Attorney's Fees and Costs:** An award of \$4,809.00 in attorney's fees and costs is made.

**Attorney Fees:** \$2,385.00

**Litigation Guarantee Cost:** \$1,000.00

**Filing Cost:** \$531.00

**Recording Cost:** \$58.00

**Process Service Cost:** \$535.00

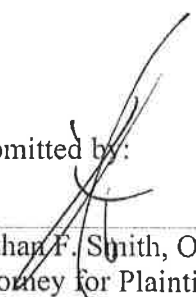
**Motion to Reinstate Cost:** \$100.00

**Mediation Cost:** \$200.00

**Total Fees and Costs:** \$4,809.00

Signed: 10/23/2018 12:35 PM

  
Circuit Court Judge Bethany P. Flint

Submitted by:   
Nathan F. Smith, OSB #120112  
Attorney for Plaintiff  
MALCOLM ♦ CISNEROS, A Law Corporation  
2112 Business Center Drive, Second Floor  
Irvine, California 92612  
Phone: (949) 252-9400  
Fax: (949) 252-1032  
Email: nathan@mclaw.org

Dated: 10/9/18

**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: Oct. 11, 2018

By: 

Betsy Chavarria  
MALCOLM ♦ CISNEROS, A Law Corporation  
2112 Business Center Drive, Second Floor  
Irvine, California 92612  
(949) 252-9400 (TELEPHONE)  
(949) 252-1032 (FAX)

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# EXHIBIT 1

**LEGAL DESCRIPTION**

Lot 24 in Block 6 of Oregon Water Wonderland, Unit No. 1, Deschutes County, Oregon.