

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 exemption.

PA #445-
B

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

Ray K. Fujii,)

Case No. 9904-03669

Plaintiff,)

WRIT OF EXECUTION

v.)

Ronald D. Fujii,)

Defendant.)

2009 JAN -9 PM 12:48

TO SHERIFF OF MULTNOMAH COUNTY:

On June 25, 1999 a general judgment was entered in the register for this case in the above-entitled court, in favor of the plaintiff and against the defendant, providing a money award in the principal amount of \$ 84,939.88, plus interest at the rate of nine percent per annum from June 25, 1999 until paid, and the further sum of \$ 31,302.20, plus interest at the per annum rate of fourteen percent per annum from June 25, 1999 until paid (the "Judgment"). The Judgment was extended by certificate of extension entered in Multnomah County Circuit Court May 28, 2009. After credit for a certain partial satisfaction through payment of \$16,046.61 received by Plaintiff on April 26, 2000, as of the date hereof, the total owing Plaintiff under the Judgment is \$ 315,180.35. Interest continues to accrue from the date hereof at \$ 29.96 per day.

Now, therefore, in the name of the State of Oregon, you are hereby commanded to sell in the manner prescribed by law for the sale of property all property owned by the Defendant, to satisfy the sum of \$ 116,242.08 together with accrued interest thereon of \$ 198,938.27 as of the date hereof, plus interest after the date of this writ at a per diem interest amount of \$ 29.96 per day, and also the costs of and upon this writ and make due return hereon within 60 days after you have received this writ.

1 The mailing address for the judgment creditor is Ray K Fujii, 2511 South Troutdale Road,
2 Troutdale, Oregon 97060.

3 DATED: January 8, 2019.



4 COURT ADMINISTRATOR

5 By: _____
6 Deputy

A handwritten signature in black ink, appearing to be "Ray K Fujii", written over a horizontal line.

7 Submitted by:

8 David Denecke

A handwritten signature in black ink, appearing to be "David Denecke", written over a horizontal line.

9 Attorney for Plaintiff
10 PO Box 1085, Portland, Oregon 97207
11 DAVIDDENECKE@NWBUSINESSLAW.COM
12 Tel. 503 449 7712
13 OSB No. 784530

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ENTERED
JUN 25 1999
IN REGISTER BY SD

FILED
99 JUN 24 PM 4:56
CIRCUIT COURT
FOR MULTNOMAH COUNTY

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

13 RAY K. FUJII,)

14 Plaintiff,)

15 v.)

16 RONALD D. FUJII,)

17 Defendant.)
18

Case No. 9904-03669

FINAL JUDGMENT AND DECREE

19 Based on the records herein, the motion for order of default and default judgment filed
20 herewith and the accompanying affidavit in support of entry of default and default judgment, it is
21 hereby

22 ADJUDGED that the final judgment and decree is granted in favor of plaintiff against
23 defendant as follows :

24
25 The court finds that there is no just reason for delay and expressly directs the entry of
26

1 final judgment against defendant as follows:

2 1. Plaintiff receive judgment against defendant on his first claim for relief:

3 (a) An award of \$41,350.84 as of March 1, 1999, plus expenses of \$7,907.84 for a
4 total due of \$49,258.68, plus interest thereon at the statutory rate of 9% per annum from
5 March 1, 1999, until paid;

6 (b) An award of \$1,062.41 per month for the months of April, May and June,
7 1999 for a total of \$3,187.23 and continuing (at \$1,062.41 per month, starting July 1, 1999) until
8 the Property is sold, or until defendant commences making the monthly payments of principal,
9 interest, taxes and insurance to the first lender who holds the trust deed against the real property
10 described below.
11

12 2. On plaintiff's second claim for relief:

13 (a) The court orders and adjudges that defendant and plaintiff specifically perform
14 the Agreement, described in plaintiff's complaint, by selling the real property, described as Parcel
15 1, Partition Plat No. 1991-85 and commonly known as 21900 NE Blue Lake Road, Troutdale,
16 Oregon (the "Property"), at public sale and in that regard:
17

18 (i) Immediately upon entry of this final judgment and decree, the
19 defendant and plaintiff shall employ a licensed, real estate broker (the "Broker") to sell
20 the Property at a price determined by the Broker's market analysis;
21

22 (ii) The defendant and plaintiff shall cooperate with the Broker to show the
23 Property to prospective purchasers, to hold open houses and to do all other things that
24 will allow the Property to be marketed and sold;
25

1 (iii) The defendant and plaintiff shall sign any and all sales agreements as
2 presented by the Broker for a price which is not less than ten (10%) percent below the
3 listed price unless otherwise ordered by this court to accept a lesser sum. The court
4 retains jurisdiction for that purpose;

5 (iv) The defendant and the plaintiff, shall sign all documents necessary to
6 close the sale of the Property, including without limitation, a deed, closing instructions
7 and related documents and instruments.

8 (b) If defendant fails, at any time, to cooperate to effect a sale of the Property, the
9 Court orders that plaintiff is hereby appointed as defendant's attorney-in-fact to sign all
10 instruments and documents necessary to effect a sale of the Property and to do all acts for and on
11 behalf of defendant as set forth in paragraph 2(a) of this final judgment and decree, including
12 signing the name of defendant on all documents which may be required to sell the Property and
13 this part of the decree shall be self-executing without further action by this Court.

14 (c) Plaintiff is entitled to allow the Broker and all prospective purchasers access to
15 the Property. If defendant, in any way, hinders such access, then plaintiff is hereby granted
16 judgment to use such remedies as are available at law to secure possession of the Property,
17 including a writ of assistance or writ of execution, if defendant, or any other party or person,
18 shall refuse access to the Property or if defendant shall fail to surrender possession of the
19 Property to plaintiff immediately upon demand by plaintiff.

20 (d) Defendant is ordered to pay the monthly payments of \$1,062.41, beginning
21 July 1, 1999, until the Property is sold. If defendant fails to do so, then plaintiff is entitled to
22

1 such remedies as are available at law to secure possession of the Property, including a writ of
2 assistance or writ of execution.

3 (e) At closing of the sale of the Property, plaintiff and defendant shall pay from
4 the gross proceeds of the sale (i) the usual and ordinary costs of sale, e.g. sales commission and
5 escrow and title fees; (ii) all sums due to the holder of the first trust deed; (iii) the balance of the
6 sales proceeds shall be paid as follows: To plaintiff's judgment awarded herein in the amount of
7 \$49,258.68 plus interest at the statutory rate of nine (9%) percent per annum from March 1,
8 1999; the additional sum of \$3,187.23; (iv) any other sums from June 1, 1999 which may be paid
9 by plaintiff to keep, care for and preserve the Property, including the monthly payments of
10 \$1,062.41 to be paid to the holder of the first trust deed, from July 1, 1999 forward until the
11 Property is sold, and (v) any remaining sums shall be shared equally between plaintiff and
12 defendant.
13
14

15 3. On plaintiff's third claim for relief awarding the sum of \$3,000 plus interest thereon at
16 the rate of nine (9%) percent per annum from February 1, 1996 until paid in full.
17

18 4. On plaintiff's fourth and fifth claims for relief, plaintiff is awarded judgment against
19 defendant in the amount of \$21,971.19 plus interest thereon at nine (9%) percent per annum from
20 February 13, 1997 until paid in full, to be reduced by any sums collected by plaintiff against
21 defendant under paragraph 5 of this Final Judgment and Decree.
22

23 5. On plaintiff's sixth claim for relief, plaintiff is awarded against defendant in the
24 amount of \$21,971.19, plus interest thereon at fourteen (14%) percent per annum from May 30,
25 1996 until paid in full, plus plaintiff's attorney fees incurred in connection therewith.
26

1 6. For plaintiff's costs, disbursements and prevailing party fees.

2 Plaintiff is awarded a money judgment against defendant, as follows:

3 **MONEY JUDGMENT**

4 JUDGMENT CREDITOR: Ray K. Fujii

5
6 ATTORNEY FOR JUDGMENT CREDITOR: Michael G. Magnus
7 Michael G. Magnus, P.C.
8 10700 SW Beaverton-Hillsdale Hwy.
9 Suite 460
Beaverton, Oregon 97005
(503) 641-7468

10 JUDGMENT DEBTOR: Ronald D. Fujii

11 FIRST CLAIM FOR RELIEF - AMOUNT OF JUDGMENT: \$52,445.91
12 (not including pre-judgment interest, costs and attorney fees)

13 PRE-JUDGMENT INTEREST THROUGH June 23, 1999: \$1,086.96

14 POST JUDGMENT INTEREST ACCRUAL INFORMATION: Simple interest on \$53,532.87
15 at the rate of nine (9%) percent per annum from the date of entry of judgment

16 THIRD CLAIM FOR RELIEF - AMOUNT OF JUDGMENT: \$3,000.00
17 (not including pre-judgment interest, costs and attorney fees)

18 PRE-JUDGMENT INTEREST THROUGH June 23, 1999: \$916.12

19 POST JUDGMENT INTEREST ACCRUAL INFORMATION: Simple interest on \$3,916.12 at
20 the rate of nine (9%) percent per annum from the date of entry of judgment

21 FOURTH AND FIFTH CLAIMS FOR RELIEF - AMOUNT OF JUDGMENT: \$21,971.19
22 (not including pre-judgment interest, costs and attorney fees)

23 PRE-JUDGMENT INTEREST THROUGH June 23, 1999: \$4,661.20

24 POST JUDGMENT INTEREST ACCRUAL INFORMATION: Simple interest on \$26,640.39
25 at the rate of nine (9%) percent per annum from the date of entry of judgment

26 ///

1 SIXTH CLAIM FOR RELIEF - AMOUNT OF JUDGMENT: \$21,971.19
2 (not including pre-judgment interest, costs and attorney fees)

3 PRE-JUDGMENT INTEREST THROUGH June 23, 1999: \$9,332.01



4 POST JUDGMENT INTEREST ACCRUAL INFORMATION: Simple interest on \$31,302.20
5 at the rate of fourteen (14%) percent per annum from the date of entry of judgment; plus simple
6 interest on the costs, disbursements and attorney fees of \$850.50 at the rate of nine (9%) percent
per annum from the date of entry of judgment.

7 PREVAILING PARTY FEES: \$250.00

8 AMOUNT OF COSTS AND DISBURSEMENTS AWARDED: \$260.50

9 AMOUNT OF ATTORNEY FEES AWARDED: \$340.00

10 DATED this 24 day of June, 1999

11 
12 _____
13 JUDGE 

14 SUBMITTED BY:

JAMES R. ELLIS

15 Michael G. Magnus, OSB #77050
16 Michael G. Magnus, P.C.
17 Attorney for Plaintiff

18 736\000\default.jud(dt)



In the Circuit Court of the State of Oregon.

For the County of Multnomah

RAY K. FUJII,

Plaintiff(s),

vs.

RONALD D. FUJII,

Defendant(s).

Case No. 9904-03669

CERTIFICATE OF EXTENSION OF JUDGMENT

Judgment in this matter was entered herein on June 25, 1999. Less than 10 years have passed since the judgment entry date. Judgment remedies for this judgment have not expired. A full satisfaction document for the money award portion (if any) of the judgment has not been filed.

- Circuit Ct.
- Appeals Ct.
- Supreme Ct.
- U.S. Dist. Ct.
- Bankruptcy Ct.
- Other

Case No. 9904-03669
Our File No. _____

(Attorney)

Please indicate when the document listed below was processed. Thank you.

Fujii v. Fujii

(Short Title of Case or Proceeding)

Certificate of Extension of Judgment

(Title of Document)

- Date signed _____, by Judge _____
- Date entered 5/28/09, by _____
- Date terminated _____
- Date filed 5/27/09
- Date served _____
- Attorney fees awarded \$ _____
- Motion allowed Motion denied
- Costs awarded at \$ _____

Remarks _____

debt under federal bankruptcy laws:

bankruptcy petition;

rt;

icate of extension; and

cribed.

Magnus

NEY JUDGMENT CREDITOR

Magnus, 170508

(TYPE OR PRINT NAME)

BAR NO. (IF ANY)

Merton-Hillsdale Hwy #450

ADDRESS

97005

503-641-7468

CITY

STATE

ZIP

PHONE

503-646-3339

FAX (IF ANY)

mgm@magnus-law.com

ATTORNEY'S E-MAIL ADDRESS (IF ANY)

TRIAL ATTORNEY IF OTHER THAN ABOVE (TYPE OR PRINT)

BAR NO.

(OVER)

PUBLISHER'S NOTE: Generally, a judgment in an Oregon civil matter not involving child support or spousal support expires 10 years after its filing. A certificate of extension filed after the date on which the judgment remedies for such a judgment expire has no effect. The expiration date of a judgment involving child support or spousal support may be calculated differently. The publisher recommends review of Oregon Revised Statutes which govern judgments, their extension and satisfaction, and related matters. Use S-N Form No. 1196 to record a lien record abstract.

Magnus to COURT 5/27/09