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

BANK OF AMERICA, N.A.,

Plaintiff,

v.

SHARMALEE K KEEN; THEADORE W. KEEN; CAPITAL ONE HOME LOANS, LLC; OCCUPANTS OF THE PROPERTY

Defendants.

Case No.: 16CV40254

GENERAL JUDGMENT OF FORECLOSURE

1.

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

Defendants SHARMALEE K KEEN; THEADORE W. KEEN; CAPITAL ONE HOME LOANS, LLC; and OCCUPANTS OF THE PROPERTY ("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; now therefore,

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 Wallowa County, Oregon, and is commonly known as 306 Holmes St, Wallowa, OR 97885 (the "Subject

1 Property”), legally described as shown in the attached *Exhibit 1*, and having APN/Parcel No.
2 5607 .

3 b. Plaintiff is entitled to enforce the note dated 9/13/2006 and made, delivered, and executed by
4 Sharmalee Keen to America’s Wholesale Lender in the amount of \$109,060.00 (the “Note”).
5 The Note was transferred to Plaintiff by delivery of possession and by indorsement set forth
6 on the Note.

7 c. A deed of trust was made, executed, and delivered by Defendant Sharmalee K Keen on or
8 about 9/13/2006 (the “Deed of Trust”). The Deed of Trust was recorded on 9/19/2006 as
9 Instrument No. 06-56342 in the official records of Wallowa County, Oregon. The Deed of
10 Trust is a valid and perfected lien against all of the Property for and securing the Amount
11 Due. The lien of the Plaintiff is superior to any interest, lien, or claim of the Defendants and
12 shall remain in effect until issuance of a Sheriff’s Deed.

13 d. The Borrower failed to make the payment that was due for 4/1/2016 and has not cured the
14 default. The amount of debt secured by the Deed of Trust that is now due and owing is
15 comprised of the following amounts (the “Amount Due”):

- | | | |
|----|--|--------------------|
| 16 | a) Unpaid principal balance: | \$73,981.48 |
| 17 | b) Prejudgment interest accruing from | \$3,753.84 |
| 18 | 3/1/2016 through 4/18/2017 and | |
| 19 | continuing until the entry of judgment | |
| | at the current Note rate of 5.00%: | |
| 20 | c) Additional amounts due under the | \$1,176.53 |
| 21 | terms of the loan: | |
| 22 | d) Attorney fees and costs: | \$3,573.76 |
| 23 | e) Prevailing party fee (ORS 20.190 | \$85.00 |
| 24 | (1)(b)): | |
| 25 | Total: | \$82,570.61 |

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

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

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

8 g. All right, title and interest in the Subject Property that Defendant Sharmalee K Keen had as
9 of the date of the Deed of Trust or thereafter acquired is hereby ordered to be sold by the
10 Wallowa County Sheriff's Office in accordance with the process for sale upon execution, and
11 the proceeds of sale shall be applied:

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

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

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

18 h. Plaintiff may become purchaser at the sale of the Subject Property and, pursuant to ORS
19 18.936 (2), may credit bid up to the Amount Due, plus post-judgment interest accruing from
20 the date of entry of judgment through the date of the sale and any incurred costs of sale.

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

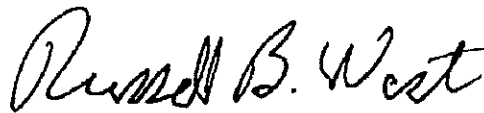
26 j. In the event the proceeds of sale are insufficient to pay the Amount Due, Plaintiff shall not be
27 entitled to any further or other judgment, including a judgment for the deficiency.

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.

4 l. Pursuant to ORS 88.050, the apparent priority of liens subsequent and inferior to the Deed of
5 Trust are as follows:

- 6 a. Defendant THEADORE W. KEEN may claim a junior interest in Subject
7 Property by virtue of a Quitclaim deed recorded on 5/11/2007 as Instrument
8 No. 057774 in the official records of Wallowa County, Oregon.
- 9 b. Defendant CAPITAL ONE HOME LOANS, LLC may claim a junior interest in
10 Subject Property by virtue of a deed of trust recorded on 05/11/2007 as
11 Instrument No. 2007-57775 in the official records of Wallowa County, Oregon.
- 12 c. Defendant SHARMALEE K KEEN is the promisor (the "Borrower") and
13 grantor (the "Grantor") under the Note and Deed of Trust. Grantor is the owner
14 of record, or the rebutted owner of record, of the Subject Property or was at the
15 time of execution of said Note and Deed of Trust.

Signed: 5/1/2017 08:57 AM

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21
22 Circuit Court Judge Russell B. West

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

24 This proposed General Judgment of Foreclosure is ready for judicial signature because:

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

28 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.

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

2 [] No objection has been served on me.

3 [] I received objections that I could not resolve with the opposing party despite
4 reasonable efforts to do so. I have filed a copy of the objections I received and
5 indicated which objections remain unresolved.

6 [] After conferring about objections, _____ agreed to independently file
7 any remaining objection.

8 [x] The relief sought is against an opposing party who has been found in default.

9 [] An order of default is being requested with this proposed judgment.

10 [] Service is not required pursuant to subsection (3) of this rule, or by statute, rule, or
11 otherwise.

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

15 [] Other: _____

16 Presented by:

17 **McCarthy & Holthus, LLP**

18 s/ Bryan Kidder 4/28/2017

19 _____
20 Bryan Kidder, OSB No. 140459

21 920 SW 3rd Ave, 1st Floor

22 Portland, OR 97204

23 Phone: (971) 201-3200

24 Fax: (971) 201-3202

25 bkidder@mccarthyholthus.com

26 Of Attorneys for Plaintiff

EXHIBIT 1

The North half of Block 19, EXCEPT the West 112 feet thereof, RESIDENCE ADDITION to the Town of Wallowa, Wallowa County, Oregon, as shown by the Plat thereof on file and of record in the Office of the County Clerk of said County and State in Book G of Deeds, Page 342, and by the Amended plat thereof on file and of record in Book I of Deeds, Page 128.