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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 exemption.

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

BAYVIEW LOAN SERVICING, LLC,

CASE NUMBER: 17CV14025

Plaintiff,

vs.

WRIT OF EXECUTION IN FORECLOSURE

LISA K TAYLOR AKA LISA TAYLOR, an individual; MIDLAND FUNDING, LLC, a limited liability company; DISCOVER BANK, a bank; 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.

TO: THE SHERIFF OF MULTNOMAH COUNTY, OREGON:

1.

WHEREAS, on July 21, 2017, in the above-entitled Court, a General Judgment of Foreclosure ("Judgment") was entered and docketed in the above-entitled and numbered proceeding

2.

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 real property upon (subject to redemption, if applicable), all of the interest which the Defendants LISA K TAYLOR AKA LISA TAYLOR, MIDLAND FUNDING, LLC, DISCOVER BANK, and ALL OTHER PERSONS, PARTIES, OR OCCUPANTS UNKNOWN ("Defendants") had on October 23, 1998, the date of the

1 foreclosed Deed of Trust which was recorded on October 29, 1998, as Instrument No. 98195379 in
2 the official records of the Multnomah County Recorder's Office, and/or all of the interest which
3 Defendants had thereafter, in the real property described in the Judgment to satisfy the Judgment as
4 follows:

5
6 Lender's Principal Judgment:

7 Unpaid Principal Balance:	\$133,217.51
8 Pre-Judgment Interest from April 1, 9 2016 to June 23, 2017, the date set forth 10 in the Judgment at 2.00%, per annum, 11 (\$5.21 per diem):	\$2,334.08
12 Lender's Fees and Costs:	\$3,418.35
13 Attorney's Fees and Costs:	\$4,847.45
14	
15 Total Judgment Entered:	\$143,817.39

16
17 Additional Pre-Judgment Interest:

18 Accrued Interest from June 24, 2017, 19 the day after the date set forth in the 20 Judgment through July 21, 2017, the 21 date of entry of the Judgment, at 2.00%, 22 per annum (\$5.21 per diem):	\$140.67
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23
24 **Total Judgment Entered Including**

25 **Additional Pre-Judgment**

26 Interest:	\$143,958.06
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27 ///
28 ///

1 Post-Judgment Interest
2 Accrued Post-Judgment Interest from
3 July 22, 2017, the date after
4 entry of the Judgment, through
5 December 10, 2018 the date the Writ
6 was requested at the legal rate of
7 interest at 9%, per annum (\$35.49 per
8 diem):

\$17,957.94

9
10 **Total Amount Owning on the Judgment as of the** \$161,916.00

11 **Date the Writ Was Requested:**

12 3.

13 Additionally, Plaintiff is entitled to the continued accrual of post-judgment interest at the
14 legal rate of interest of 9% per annum, \$35.49 per diem, from December 11, 2018 to the date the real
15 property subject to the Judgment is sold by the County Sheriff at its foreclosure auction, plus costs of
16 this Writ, Sherriff'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 412 NE 167TH PL,
19 PORTLAND OR, PORTLAND, OR 97230 ("Property") and described in Exhibit "1" attached
20 hereto.

21 5.

22 The Judgment Creditor's name and address is:

23 Bayview Loan Servicing, LLC
24 4425 Ponce de Leon Blvd-5th Floor
25 Coral Gables, Florida 33146-1837
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The Judgment Creditor's name and address for the purpose of this Writ is:

Bayview Loan 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.



11/3/19

[Handwritten signature]

Submitted by:

[Handwritten signature]
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: [December 10, 2018]

EXHIBIT 1

LEGAL DESCRIPTION

Lot 3, Block 2, LARIAT LANE, in the County of Multnomah and State of Oregon.

The following legal description should be used in future conveyances:

Lot 3, Block 2, LARIAT LANE, in the City of Gresham, County of Multnomah and State of Oregon.

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

BAYVIEW LOAN SERVICING, LLC,

Plaintiff,

vs.

LISA K. TAYLOR AKA LISA TAYLOR, an individual; MIDLAND FUNDING, LLC, a limited liability company; DISCOVER BANK, a bank; 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: 17CV14025

GENERAL JUDGMENT OF FORECLOSURE AGAINST:

- 1. LISA K. TAYLOR AKA LISA TAYLOR,
- 2. MIDLAND FUNDING, LLC,
- 3. DISCOVER BANK, AND
- 4. ALL OTHER PERSONS, PARTIES, OR OCCUPANTS UNKNOWN

1.

THIS MATTER, coming on regularly before the Court, and it appearing from the record herein that Plaintiff, Bayview Loan Servicing, LLC ("Plaintiff"), filed its Complaint for Foreclosure of Deed of Trust; that Defendants LISA K. TAYLOR AKA LISA TAYLOR, MIDLAND FUNDING, LLC, DISCOVER BANK, and ALL OTHER PERSONS, PARTIES, OR OCCUPANTS UNKNOWN ("Defendants") were duly served with the Summons and Complaint as required by law; that Defendants failed to appear, that orders of defaults have been entered against them on

1 Plaintiff's Complaint, and that Plaintiff is entitled to entry of a General Judgment foreclosing
2 Plaintiff's deed of trust against the property commonly known as 412 NE 167TH PL, PORTLAND
3 OR, PORTLAND, OR 97230 ("Property") and extinguishing any and all interest of the Defendants
4 in the Property.

5 2.

6 The Court being fully advised; it is hereby
7 ORDERED AND ADJUDGED that:

8 3.

9 Plaintiff is the holder of that certain promissory note ("Note"), dated October 23, 1998, in the
10 amount of \$100,000.00, and executed by LISA K. TAYLOR AKA LISA TAYLOR.

11 4.

12 The Note is secured by that certain deed of trust ("Deed of Trust") dated October 23, 1998
13 and executed by LISA K. TAYLOR AKA LISA TAYLOR. The Deed of Trust was recorded on
14 October 29, 1998 under the recording number 98195379 of the Official Records of Multnomah
15 County, Oregon, against the Property, which is legally described as: See Exhibit "1" attached hereto,
16 ("Property") and constitutes a valid lien against the Property.

17 5.

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

20 6.

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

25 7.

26 A judgment of foreclosure in the amount of \$143,817.39 shall be granted in favor of Plaintiff,
27 and its successors and/or assigns, as further described below in the Declaration of Amount Owed –
28 Not a Money Award ("Amount Owed").

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8.

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

9.

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

10.

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

11.

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

12.

Defendant LISA K. TAYLOR AKA LISA TAYLOR is not entitled to a homestead exemption in the Property.

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

1 writ of assistance, if Defendants, any of them, or any other party or person shall refuse to surrender
2 possession of the Property to the purchaser immediately on the purchaser's demand for possession.

3 15.

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

7 16.

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

10 17.

11 This suit does not constitute an attempt to collect the debt against Defendant LISA K.
12 TAYLOR AKA LISA TAYLOR. Rather, it is a suit to execute upon the Property as security for the
13 Amount Owed.

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

15 (Pursuant to Senate Bill 368)

16 18.

17 Under the terms of the Deed of Trust and the Note dated October 23, 1998, in the original
18 principal amount of \$100,000.00, there is now due and owing the following amounts, to be
19 hereinafter described as the Amount Due:

20
21 **DECLARATION OF AMOUNT OWED – NOT A MONEY AWARD**

22 **I. Judgment Creditor:**

23 Address:

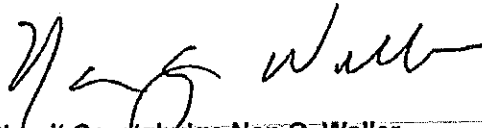
24 Bayview Loan Servicing, LLC
25 c/o MALCOLM ♦ CISNEROS,
26 A Law Corporation
27 2112 Business Center Drive, 2nd Floor
28 Irvine, California 92612

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7. Attorney's Fees and Costs:

An award of \$4,847.45 in attorney's fees and costs is made.

Signed: 7/20/2017 04:46 PM


Circuit Court Judge Nan G. Waller
proxy signed by LD

Submitted by:


Nathan E. 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: 7/7/17

Exhibit 1

LEGAL DESCRIPTION

Lot 3, Block 2, LARIAT LANE, in the County of Multnomah and State of Oregon.

The following legal description should be used in future conveyances:

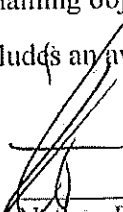
Lot 3, Block 2, LARIAT LANE, in the City of Gresham, County of Multnomah and State of Oregon.

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: 7/10, 2017

By: 
Nathan F. Smith, OSB #120112
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)