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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

HSBC BANK USA, NATIONAL ASSOCIATION AS TRUSTEE FOR LUMINENT MORTGAGE TRUST 2006-7, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-7,

Plaintiff,

v.

LEA WAYMIRE; ONPOINT COMMUNITY CREDIT UNION; BROWNSTONE HOMES CONDOMINIUM ASSOCIATION; AND PERSONS OR PARTIES UNKNOWN CLAIMING ANY RIGHT, TITLE, LIEN, OR INTEREST IN THE PROPERTY DESCRIBED IN THE COMPLAINT HEREIN,

Defendants.

Case No.: 15CV08998

WRIT OF EXECUTION IN FORECLOSURE

TO THE MULTNOMAH COUNTY SHERIFF:

A Judgment of Foreclosure was entered and docketed in this case on December 6, 2017.

A true copy of the Judgment is attached hereto. The Judgment was entered in favor of the Plaintiff:

1 HSBC BANK USA, NATIONAL ASSOCIATION AS TRUSTEE FOR LUMINENT
2 MORTGAGE TRUST 2006-7, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES
3 2006-7

4 c/o Jeremy Clifford
5 Attorney for Plaintiff
6 McCarthy & Holthus, LLP
7 920 SW 3rd Ave, 1st Floor
8 Portland, OR 97204

9 With the adjudicated amount due of \$409,544.98, plus post judgment interest at the statutory rate
10 of 9.0% per annum from December 6, 2017 to January 9, 2019 in the amount of \$40,291.02, and
11 continuing with a per diem of \$100.98, currently totaling \$449,836.00.

12 **NOW, THEREFORE, IN THE NAME OF THE STATE OF OREGON**, you are
13 hereby commanded to sell, in the manner prescribed by law for the sale of real property on
14 execution (subject to redemption of 180 days), all of the interest that the Defendant had on or
15 about August 29, 2006, the date of the Deed of Trust, and also the interest that the Defendant had
16 thereafter, in the real property described in the attached Exhibit 1, APN/Parcel #: R537087 and
17 commonly known as: 2667 NW Kennedy Ct Unit 118, Portland, OR 97229.

18 Sale of the property is to satisfy the sum listed above, plus the costs incurred in
19 performing this Writ. Pursuant to ORS 18.872, you are authorized to continue execution under
20 the writ and delay making a return on the writ to no later than 150 days from receipt of the writ.
21 You are to make the return within 60 days after you receive this Writ. Should the sale be
22 continued, the writ may be automatically extended for 30 days.

23 1/16/19



Dated: 1/4/2019 and submitted by:

McCarthy & Holthus, LLP

Brady Godbout

_ John Thomas OSB No. 024691
_ Jeremy Clifford OSB No. 142987
x Brady Godbout, OSB No. 132708
920 SW 3rd Ave, 1st Floor
Portland, OR 97204
Phone: (971) 201-3200
Fax: (971) 201-3202
bgodbout@mccarthyholthus.com
Of Attorneys for Plaintiff

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EXHIBIT 1

EXHIBIT 1

Legal Description

UNIT 118, BROWNSTONE HOMES, A CONDOMINIUM, STAGE 10, IN THE CITY OF PORTLAND, COUNTY OF MULTNOMAH, AND STATE OF OREGON, TOGETHER WITH THE LIMITED COMMON ELEMENTS AND UNDIVIDED INTEREST IN THE GENERAL COMMON ELEMENTS THAT APPERTAIN TO SAID UNIT, AS SET FORTH IN THE SUPPLEMENTAL DECLARATION SUBMITTING BROWNSTONE HOMES, A CONDOMINIUM, STAGE 10, TO CONDOMINIUM OWNERSHIP, RECORDED MAY 28, 2003, AS RECORDER'S FEE NO. 2003-122874.

End of Legal Description

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

HSBC BANK USA, NATIONAL
ASSOCIATION AS TRUSTEE FOR
LUMINENT MORTGAGE TRUST 2006-7,
MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2006-7,

Plaintiff,

v.

LEA WAYMIRE; ONPOINT COMMUNITY
CREDIT UNION; BROWNSTONE HOMES
CONDOMINIUM ASSOCIATION; AND
PERSONS OR PARTIES UNKNOWN
CLAIMING ANY RIGHT, TITLE, LIEN, OR
INTEREST IN THE PROPERTY DESCRIBED IN
THE COMPLAINT HEREIN,

Defendants.

NO. 15CV08998

CORRECTED STIPULATED GENERAL
JUDGMENT

STIPULATED JUDGMENT OF
FORECLOSURE AS TO:

- 1) BROWNSTONE HOMES
CONDOMINIUM ASSOCIATION;
- 2) LEA WAYMIRE;

DEFAULT JUDGMENT AS TO:

- 3) ONPOINT COMMUNITY CREDIT
UNION;

DISMISSAL AS TO :

- 4) PERSONS OR PARTIES
UNKNOWN CLAIMING ANY
RIGHT, TITLE, LIEN, OR
INTEREST IN THE PROPERTY
DESCRIBED IN THE COMPLAINT
HEREIN

Specially Assigned to Judge Roberts

1.

THIS MATTER came before the Court upon the stipulation of the parties herein. Plaintiff
HSBC BANK USA, NATIONAL ASSOCIATION AS TRUSTEE FOR LUMINENT MORTGAGE
TRUST 2006-7, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-7 (hereinafter

1 “Plaintiff”), Defendant LEA WAYMIRE (hereinafter “Waymire”) and Defendant BROWNSTONE
2 HOMES CONDOMINIUM ASSOCIATION (hereinafter “Brownstone”) (collectively the “Parties”)
3 have settled all matters between themselves within this action and agreed to the entry of this
4 Stipulated General Judgment. Defendant Waymire was duly served with process of a crossclaim by
5 Brownstone, and answered the crossclaim. Defendant ONPOINT COMMUNITY CREDIT UNION
6 (hereinafter “OnPoint”) was duly served with process and failed to appear; a default order has been
7 entered against the OnPoint, and it appearing that the OnPoint is not incapacitated, a protected
8 person, a respondent as defined in ORS 125.005, a minor, or in the military service of the United
9 States Defendant (Borrower, Brownstone, and OnPoint are collectively referred to as “Defendants”
10 hereinafter). PERSONS OR PARTIES UNKNOWN CLAIMING ANY RIGHT, TITLE, LIEN OR
11 INTEREST IN THE PROPERTY DESCRIBED IN THE COMPLAINT HEREIN shall be dismissed
12 from this action.

13
14 2.

15 The Parties acknowledge that a dispute has arisen concerning the subject matter of this
16 Complaint, and as a result, the Parties desire to fully resolve the dispute under the terms and conditions
17 of this Judgment of Foreclosure.

18 **STIPULATED FINDINGS OF FACT:**

19 3.

20 PROMISSORY NOTE: Plaintiff is the holder of a promissory note (the “Note”) made, executed
21 and delivered by Borrower, which is secured by a deed of trust (the “Deed of Trust”) encumbering the
22 real property commonly known as 2667 NW Kennedy Ct, Unit 118, Portland, OR 97229, in Multnomah
23 County, Oregon (the “Property” or “Subject Property”).

24 4.

25 SUBJECT PROPERTY: The Property is legally described as follows:

26 UNIT 118, BROWNSTONE HOMES, A CONDOMINIUM, STAGE 10, IN THE
27 CITY OF PORTLAND, COUNTY OF MULTNOMAH, AND STATE OF OREGON,
28 TOGETHER WITH THE LIMITED COMMON ELEMENTS AND UNDIVIDED
INTEREST IN THE GENERAL COMMON ELEMENTS THAT APPERTAIN TO

1 SAID UNIT, AS SET FORTH IN THE SUPPLEMENTAL DECLARATION
2 SUBMITTING BROWNSTONE HOMES, A CONDOMINIUM, STAGE 10, TO
3 CONDOMINIUM OWNERSHIP, RECORDED MAY 28, 2003, AS RECORDER'S
4 FEE NO. 2003-122874.

5

6 DEED OF TRUST: The Deed of Trust was made, executed and delivered Borrower and was
7 recorded in the official records of Multnomah County, Oregon on August 31, 2006 as Instrument No.
8 2006-163014.

9

10 LOAN: Plaintiff is the holder of the Note and the mortgagee of the Deed of Trust. Together the
11 Deed of Trust and Note are herein referred to as the "Loan."

12

13 BORROWER'S DEFAULT AND ACCELERATION: Borrower failed to comply with the
14 terms of the Loan, by failing to make payments as agreed, and is in default under the terms of the Loan.
15 Under the provisions of the Loan, Plaintiff declared the entire balance of the Loan due and payable.

16

17 AMOUNTS DUE AND OWING ON LOAN: There is now due and owing the principal sum
18 of \$315,985.38 together with accrued interest of \$58,572.26 as of February 25, 2016 and accruing
19 thereafter at the Note rate, together with any other sums for expenses and fees due under the terms of
20 the Loan or advanced for the protection of the Subject Property as specified in the Declaration
21 Determining Amounts Due herein.

22

23 VALID SENIOR LIEN: Plaintiff's Deed of Trust is a valid senior lien against the Subject
24 Property described herein. Based upon Borrower's default and Plaintiff's acceleration of the Loan,
25 Plaintiff is entitled to have the Deed of Trust foreclosed and the Subject Property sold at foreclosure
26 sale by the Multnomah County Sheriff to satisfy any and all amounts due and owing upon the Loan as
27 adjudged herein.
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10.

DEFICIENCY JUDGMENT: The Deed of Trust qualifies as a “residential trust deed” as defined by ORS 86.705(6). Plaintiff waives any right to a deficiency judgment and shall not be entitled to a deficiency judgment against Borrower for any amounts due not satisfied by foreclosure sale.

11.

RECEIVERSHIP ORDER: The receivership order entered herein on August 31, 2015 pursuant to ORS 100.460 (the “Receivership Order”) by its terms shall terminate upon entry of this Judgment. The Court has received the Receiver’s Final Account and Motion to Terminate Receivership.

STIPULATED GENERAL JUDGMENT:

12.

Premised upon the stipulations of the Parties, the Default Order entered against the Defaulted Defendant, the dismissal entered herein, and the records and files herein, the Court being fully advised and finding good cause exists so that this General Judgment may be entered in this matter, IT IS HEREBY ORDERED AND ADJUDGED that Plaintiff shall have judgment as follows:

1. Plaintiff shall be awarded the Declaration Determining the Amount of Debt, which is declared to be the amount of debt secured by Plaintiff’s Deed of Trust and is subject to satisfaction by the foreclosure sale of the Subject Property as provided herein. No personal Money Award shall be entered against Borrower.
2. Plaintiff’s lien is a valid first lien upon the Subject Property and that lien is superior to any interest, lien or claim of the Defendants herein.
3. Plaintiff’s lien is foreclosed and the Property shall be sold at a foreclosure sale by the Multnomah County Sheriff in the manner provided by law, and the proceeds thereof are to be applied first toward the costs of sale; then toward the satisfaction of Plaintiff’s judgment awarded herein.
4. Defendants, and all persons claiming by, through, or under them, as purchasers, encumbrancers, or otherwise, are adjudged inferior and subordinate to Plaintiff and are forever foreclosed of all

1 interest, lien, or claim in the real property described above and every portion thereof, excepting
2 only any statutory right of redemption as Defendants may have therein.

- 3 5. Plaintiff or any other party to this suit may become the purchaser at the sale of the real property.
4 The purchaser is entitled to exclusive possession of the real property from and after the date of
5 sale and is entitled to such remedies as are available at law to secure possession, including a
6 writ of assistance, if Defendants or any other party or person shall refuse to surrender possession
7 to the purchaser immediately on the purchaser's demand for possession.
8
9 6. Plaintiff may credit bid up to the amount of its judgment together with accruing interest and
10 any accruing costs paid by the Plaintiff, only as provided by statutory authority.
11
12 7. The receipts and disbursements reported in the final account of the receiver filed herein are
13 approved and confirmed in all respects. The receiver is discharged from her duties and office
14 in this suit, and the Tender of Cash in Lieu of Receiver's Bond shall be released to Brownstone.
15
16 8. No personal money award shall be entered against any defendant herein.
17
18 9. Defendant Brownstone's Cross Claim for money award against Defendant Waymire is
19 dismissed with prejudice pursuant to the terms of settlement agreed to by Brownstone and
20 Waymire.
21
22 10. This Judgment shall inure to the benefit of Plaintiff and Defendants, their successors and/or
23 assigns.
24
25 11. PERSONS OR PARTIES UNKNOWN CLAIMING ANY RIGHT, TITLE, LIEN OR
26 INTEREST IN THE PROPERTY DESCRIBED IN THE COMPLAINT HEREIN shall be
27 dismissed from this action.
28

DECLARATION DETERMINING AMOUNT OF DEBT

(Not a Money Award, see ORS 18.862, 86.797, and 88.010):

- a. Judgment Creditor: HSBC BANK USA, NATIONAL
ASSOCIATION AS TRUSTEE FOR
LUMINENT MORTGAGE TRUST
2006-7. MORTGAGE PASS-

THROUGH CERTIFICATES, SERIES
2006-7

b. Judgment Creditor's Address: c/o Robinson Tait, P.S. (see (e.))

c. Judgment Creditor's Date of Birth: N/A

d. Attorney for Judgment Creditor: Craig Peterson, OSB# 120365

e. Attorney for Judgment Creditor's
Address and Phone No.: 710 Second Avenue, Suite 710
Seattle, WA 98104
[206-676-9640]

f. Judgment Principal Amount: \$315,985.38

g. Pre-Judgment Interest from through
February 25, 2016 (4.21300% at date of
default) (Per Diem: \$37.672479): \$58,572.26

h. Other Amounts Due Under Terms of Loan:
+ Escrow advances: \$25,039.66
+ BPO / Appraisal charges: \$220.00
+ Property inspection charges: \$451.25
+ Property preservation charges: \$0.00
+ Accumulated Late Charges: \$1,996.54
+ Title Costs: \$50.00
+ Prior Servicer Foreclosure Fees \$2,530.89

i. Litigation Expenses, Costs and
Disbursements:
+ Filing fees awarded: \$531.00
+ Service fees awarded: \$425.00
+ Recording fees awarded: \$56.00
+ Writ fees awarded: \$37.00

j. Attorney fees awarded: \$3,650.00

TOTAL AMOUNT DECLARED DUE: \$409,544.98

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1 Post-Judgment Interest shall accrue at 9.0%
2 (per ORS 82.010) per annum, from the date
3 of the judgment (Per diem: \$100.98):

4 **IT IS SO STIPULATED:**

Signed: 12/5/2017 06:12 PM

5
6 
7 JUDGE ROBERTS

Circuit Court Judge Leslie Roberts

8
9 **Stipulated to by:**

10 **Robinson Tait, P.S.**

11
12 /s/ Jaimie Fender

13 Jaimie Fender, OSB #120832
14 Craig Peterson, OSB#120365
15 16760 SW Upper Boones Ferry Rd, Suite 104
16 Durham, OR 97224
17 Phone: (971) 282-4374
18 Facsimile: (206) 676-9659
19 Email: jfender@robinsontait.com
20 Attorneys for Plaintiff

21 /s/ Angie Bagby

22 Angie Bagby, OSB# 066734
23 Attorneys for Defendant Brownstone Homes
24 Condominium Association

25 /s/ Shannon Sims

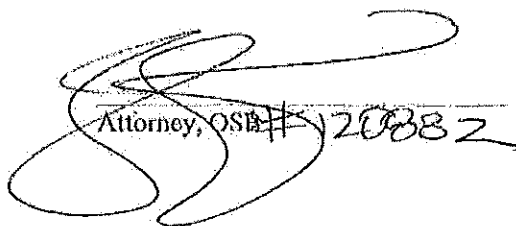
26 Shannon D. Sims, OSB #072029
27 Attorneys for Defendant Lea Waymire
28

CERTIFICATE OF READINESS- UTCR 5.100

This proposed order or judgment is ready for judicial signature because:

1. Each opposing party affected by this order or judgment has stipulated to or approved its terms, as shown by each party's signature on the proposed order or judgment being submitted.
2. Each opposing party affected by this order has approved the form of the document, as shown by written communication to me.
3. I have served a copy on all parties entitled to service and:
 - No objection has been served on me within that time frame.
 - I received objections that I could not resolve with the objecting party despite reasonable efforts to do so. I have filed with the court 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.
4. The relief sought is against a party who has been found in default.
5. An order of default is being requested with this proposed judgment.
6. Service is not required pursuant to subsection (1)(c) of UTCR 5.100, or by statute, rule, or otherwise.
7. This is a proposed judgment that includes an award of punitive damages and notice has been served on the Director of the Crime Victims' Assistance Section as required by subsection (1)(d) of UTCR 5.100.

Date: 11/13/2017


Attorney, OSB # 20882