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JACKSON COUNTY  
SHERIFF'S OFFICE

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

THE BANK OF NEW YORK MELLON FKA  
THE BANK OF NEW YORK, AS TRUSTEE  
FOR THE CERTIFICATEHOLDERS OF  
CWALT, INC., ALTERNATIVE LOAN  
TRUST 2007-OA8, MORTGAGE PASS-  
THROUGH CERTIFICATES, SERIES 2007-  
OA8,

Plaintiff,

vs.

JEFFREY D. LARSON AKA JEFFREY DU  
WAYNE LARSON; TANYA E. LARSON  
AKA TANYA LARSON; STATE OF  
OREGON; OCCUPANTS OF THE  
PROPERTY,

Defendants.

Case No.: 18CV10787

WRIT OF EXECUTION IN  
FORECLOSURE

**TO THE JACKSON COUNTY SHERIFF:**

A Judgment of Foreclosure was entered and docketed in this case on September 28, 2018.  
A true copy of the Judgment is attached hereto. The Judgment was entered in favor of the  
Plaintiff:

1 THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS  
2 TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE  
3 LOAN TRUST 2007-OA8, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES  
4 2007-OA8  
5 c/o Brady Godbout  
6 Attorney for Plaintiff  
7 McCarthy & Holthus, LLP  
8 920 SW 3rd Ave, 1st Floor  
9 Portland, OR 97204

10 With the adjudicated amount due of \$349,466.47, plus pre judgment interest at the per diem of  
11 \$29.23 from September 27, 2018 to September 28, 2018 in the amount of \$58.46, plus post  
12 judgment interest at the statutory rate of 9.0% per annum from September 28, 2018 to December  
13 17, 2018 in the amount of \$6,894.74, and continuing with a per diem of \$86.18, currently  
14 totaling \$356,419.67.

15 **NOW, THEREFORE, IN THE NAME OF THE STATE OF OREGON,** you are  
16 hereby commanded to sell, in the manner prescribed by law for the sale of real property on  
17 execution (subject to redemption of 180 days), all of the interest that the Defendant had on or  
18 about March 26, 2007, the date of the Deed of Trust, and also the interest that the Defendant had  
19 thereafter, in the real property described as follows:

20 See Attached Exhibit 1

21 and commonly known as: 2539 Delta Waters Road, Medford, OR 97504.

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

27 Signed: 12/11/2018 03:15 PM



*Jamye Norman E*

1 Dated: 12/11/2018 and submitted by:

2 **McCarthy & Holthus, LLP**

3 s/ Brady Godbout

4 

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Brady Godbout OSB No. 132708

5 920 SW 3rd Ave, 1st Floor

6 Portland, OR 97204

7 Phone: (971) 201-3200

8 Fax: (971) 201-3202

9 bgodbout@mccarthyholthus.com

10 Of Attorneys for Plaintiff

# EXHIBIT 1

Commencing at a 5/8" iron pin, at the Northeast corner of Lot 16 in Block 1 of DELTA WATERS SUBDIVISION, in the City of Medford, Jackson County, Oregon, according to the official plat thereof, now of record; thence South 89° 54' 50" East 504.47 feet to a 5/8" iron pin for the true point of beginning; thence continue South 89° 54' 50" East, 99.92 feet to a 5/8" iron pin on the North-South center line of Section 8, Township 37 South, Range 1 West, Willamette Meridian, Jackson County, Oregon; thence South 0° 05' 10" East, along said North-South center line, 110.0 feet, to a 5/8" iron pin, witness corner; thence continue South 0° 05' 10" East, along said North-South center line, 5.0 feet, to the North right of way line of Delta Waters Road; thence North 89° 54' 50" West, along said right of way line, 100.0 feet; thence North 0° 05' 10" West, 50.0 feet, to a 5/8" iron pin, witness corner; thence continue North 0° 05' 10" West, 110.0 feet, to the true point of beginning.

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

THE BANK OF NEW YORK MELLON  
FKA THE BANK OF NEW YORK, AS  
TRUSTEE FOR THE  
CERTIFICATEHOLDERS OF CWALT,  
INC., ALTERNATIVE LOAN TRUST  
2007-OA8, MORTGAGE PASS-  
THROUGH CERTIFICATES, SERIES  
2007-OA8,

Plaintiff,

vs.

JEFFREY D. LARSON AKA JEFFREY DU  
WAYNE LARSON; TANYA E. LARSON  
AKA TANYA EILEEN LARSON AKA  
TANYA LARSON; STATE OF OREGON;  
OCCUPANTS OF THE PROPERTY;

Defendants.

Case No.: 18CV10787

GENERAL JUDGMENT OF  
FORECLOSURE

1.

THIS MATTER came before the Court on Plaintiff's motion. Defendants JEFFREY D. LARSON AKA JEFFREY DU WAYNE LARSON; TANYA E. LARSON AKA TANYA EILEEN LARSON AKA TANYA LARSON; STATE OF OREGON; 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:

1 a. The real property to which this judgment relates is located and situated in Jackson County,  
2 Oregon, and is commonly known as 2539 Delta Waters Road, Medford, OR 97504 (the  
3 “Subject Property”), legally described as shown in the attached *Exhibit 1*, and having  
4 APN/Parcel No. 10555721.

5 b. Plaintiff is entitled to enforce the note dated March 26, 2007 and made, delivered, and  
6 executed by JEFFREY D. LARSON to MILLENNIA MORTGAGE CORP., A  
7 CALIFORNIA CORPORATION in the amount of \$216,000.00 (the “Note”). The Note was  
8 transferred to Plaintiff by delivery of possession and by endorsement set forth on the Note.  
9 Plaintiff has the right to foreclose.

10 c. A deed of trust was made, executed, and delivered by Defendants JEFFREY D. LARSON  
11 and TANYA E. LARSON on or about March 26, 2007 (the “Deed of Trust”). The Deed of  
12 Trust was recorded on April 9, 2007 as Instrument No. 2007-016910 in the official records of  
13 Jackson County, Oregon. The Deed of Trust is a valid and perfected lien against all of the  
14 Property for and securing the Amount Due. The lien of the Plaintiff is superior to any  
15 interest, lien, or claim of the Defendants and shall remain in effect until issuance of a  
16 Sheriff’s Deed.

17 d. The Borrower failed to make the payment that was due for February 1, 2010 and has not  
18 cured the default. The amount of debt secured by the Deed of Trust that is now due and  
19 owing is comprised of the following amounts (the “Amount Due”):

- 20 a) Unpaid principal balance: \$224,584.55  
21 b) Prejudgment interest accruing from \$66,205.05  
22 1/1/2010 through 9/26/2018 and  
23 continuing until the entry of  
judgment at the current Note rate of  
3.375%:  
24 c) Additional amounts due under the \$53,802.69  
25 terms of the loan:  
26 d) Attorney fees and costs: \$4,789.18  
27 e) Prevailing party fee (ORS 20.190 \$85.00  
(1)(a)):

1                   **Total:**                                   **\$349,466.47**

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

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

8 f. The Defendants are not entitled to a homestead exception as against Plaintiff's judgment.

9 g. All right, title and interest in the Subject Property that Defendants JEFFREY D. LARSON  
10 and TANYA E. LARSON had as of the date of the Deed of Trust or thereafter acquired is  
11 hereby ordered to be sold by the Jackson County Sheriff's Office in accordance with the  
12 process for sale upon execution, and the proceeds of sale shall be applied:

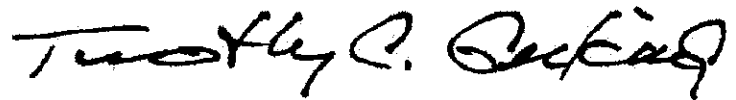
- 13           1) First, to the costs of sale not incurred by Plaintiff;  
14           2) Second, to the Amount Due, plus post-judgment interest accruing from the date of  
15 entry of judgment through the date of the sale and any incurred costs of sale;  
16           3) Third, the surplus, if any, to the Defendants in the priority as their interest may  
17 appear, described *infra*, or to the clerk of the court to be distributed by the Court to  
18 such party or parties as they may establish their right thereto.

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

22 i. The purchaser at the sale is entitled to exclusive and immediate possession of the Subject  
23 Property from and after the date of the sale and is entitled to such remedies as are available at  
24 law or in equity to secure possession. The purchaser at the sale may apply to the Court for a  
25 writ of assistance if any Defendant, other party, or other person shall refuse to surrender  
26 possession to the purchaser immediately upon the purchaser's demand for possession.  
27

- 1 j. In the event the proceeds of sale are insufficient to pay the Amount Due, Plaintiff shall not be  
2 entitled to any further or other judgment, including a judgment for the deficiency.
- 3 k. If, before the sale, the Amount Due is brought into court and paid to the clerk, the execution,  
4 if issued, shall be recalled and the effect of the judgment as to the Amount Due shall be  
5 terminated.

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8 Signed: 9/28/2018 08:27 AM

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11 **Circuit Court Judge – Judge Timothy C. Gerking**

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14  
15 I hereby certify that the requirements of UTCR 5.100 have been satisfied.

16  
17 This proposed Judgment Of Foreclosure is ready for judicial signature because:

18 The relief sought is against an opposing party who has been found in default.

19  
20 Dated: 9/26/2018 and submitted by:

21 **McCarthy & Holthus, LLP**

22 s/ Brady Godbout

23 John Thomas OSB No. 024691  
24 x Brady Godbout OSB No. 132708  
25 920 SW 3rd Ave, 1st Floor  
26 Portland, OR 97204  
27 Phone: (971) 201-3200  
28 Fax: (971) 201-3202  
bgodbout@mccarthyholthus.com  
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