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

CITIMORTGAGE, INC., Its successors in  
interest/or assigns,

Plaintiff,

vs.

EDWARD P. BJORKLUND, THERESA A.  
BJORKLUND; HSBC FINANCIAL CORP.,  
AS SUCCESSOR IN INTEREST TO  
BENEFICIAL OREGON INC.; AMERIFIRST  
HOME IMPROVEMENT FINANCE CO.; and  
OCCUPANTS OF THE PREMISES,

Defendants.

Case No.: CV12070356

WRIT OF EXECUTION IN  
FORECLOSURE

**TO THE CLACKAMAS COUNTY SHERIFF:**

A Judgment of Foreclosure was entered and docketed in this case on 12/2/2013. A true  
copy of the Judgment is attached hereto. The Judgment was entered in favor of the Judgment  
Creditor:

CITIMORTGAGE, INC.  
c/o Jeremy Clifford  
Attorney for Plaintiff  
McCarthy & Holthus, LLP  
920 SW 3rd Ave, 1st Floor  
Portland, OR 97204

1 With the adjudicated amount due of \$343,783.24, plus interest at \$25.4778 *per diem* from  
2 7/15/2013 to 12/13/2018 in the amount of \$50,369.61, continuing with a per diem of \$25.4778,  
3 currently totaling \$394,152.85.

4 **NOW, THEREFORE, IN THE NAME OF THE STATE OF OREGON**, you are  
5 hereby commanded to sell, in the manner prescribed by law for the sale of real property on  
6 execution (subject to redemption of 180 days), all of the interest that the Defendant had on or  
7 about February 16, 2007, the date of the Deed of Trust, and also the interest that the Defendant  
8 had thereafter, in the real property described as attached as Exhibit 1 and commonly known as:  
9 15039 S. Henrici Rd, Oregon City, OR 97045.

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

15 *Dated: December 18, 2018.*



16  
17  
18  
19 Dated: 12/12/18 and submitted by:

20 **McCarthy & Holthus, LLP**

21 *ASmith*

22 Andreanna Smith OSB No. 131336  
23 920 SW 3rd Ave, 1st Floor  
24 Portland, OR 97204  
25 Phone: (971) 201-3200  
26 Fax: (971) 201-3202  
27 ansmith@mccarthyholthus.com  
28 Of Attorneys for Plaintiff

**Court Administrator relies on the information provided by the person seeking issuance of this writ of execution and is not liable for any errors or omissions in the information**

**COURT CLERK HAS NOT VERIFIED FIGURES IN THIS WRIT. IF YOU HAVE ANY QUESTIONS REGARDING THIS WRIT, PLEASE CONTACT YOUR LEGAL COUNSEL, THE ISSUING ATTORNEY OR THE ISSUING COMPANY. DEBTOR MAY CONTEST THIS WRIT BY FILING A CLAIM OF EXEMPTION.**

**Exhibit 1**

**LOT 2, BLOCK 1, HENRICI TERRACE; IN THE COUNTY OF CLACKAMAS AND STATE OF OREGON.**

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ENTERED BY **ENTERED**

DEC 02 2013

By: **KLC**

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

CITIMORTGAGE, INC., Its successors in  
interest/or assigns,

Plaintiff,

v.

EDWARD P. BJORKLUND; THERESA A.  
BJORKLUND, HSBC FINANCIAL CORP., AS  
SUCCESSOR IN INTEREST TO BENEFICIAL  
OREGON INC.; AMERIFIRST HOME  
IMPROVEMENT FINANCE CO.; and  
OCCUPANTS OF THE PREMISES ,

Defendants.

Case No. CV12070356

*GENERAL*

**STIPULATED LIMITED JUDGMENT  
OF FORECLOSURE, EVICTION,  
RESTITUTION OF REAL  
PROPERTY, AND DISMISSAL OF  
BJORKLUNDS' COUNTERCLAIM**

THIS MATTER, having come before the Court on this date pursuant to the stipulation between plaintiff CitiMortgage, Inc. ("CMI"), by and through its attorneys, Leta Gorman and Jordan Ramis, PC, and defendants Edward P. Bjorklund and Teresa A. Bjorklund (the "Bjorklunds"), by and through their attorneys, Michael D. O'Brien and Oliveros & O'Brien PC - Clackamas, for entry of a Judgment dismissing the Bjorklunds' counterclaim against CMI, with prejudice and without costs to any party, and foreclosing all of the Bjorklunds' rights, interest and title in the real property and improvements thereon, which is the subject of this action with the common address and legal description as follows:

Common Address: South Henrici Road, Oregon City, Oregon  
97045

Legal Description: LOT 2, BLOCK 1, HENRICI TERRACE, IN  
THE COUNTY OF CLACKAMAS AND STATE OF OREGON.

(The "Subject Property").

*GENERAL*

1 AND, the parties having further stipulated for entry of a judgment evicting the  
2 Bjorklunds from the Subject Property and providing restitution and possession of the Subject  
3 Property to CMI no later than 90 days from entry of this Judgment.

4 It appearing to the Court that ORS 18.954 allows a court to direct the manner in which an  
5 execution sale may be conducted, and that CMI and the Bjorklunds have stipulated and agreed to  
6 the entry of Judgment foreclosing the Bjorklunds' rights, interest and title to the Subject Property  
7 without further notice, and to vacate, leave and provide restitution of the Subject Property to  
8 CMI within 90 days from entry of this Judgment on the terms more fully set forth herein, and  
9 therefore,

10 IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

11 1. That the Bjorklunds' claim against CMI is dismissed, with prejudice, and without  
12 costs to any party, and that judgment is hereby entered therefore;

13 2. That a Limited Judgment of Foreclosure was entered against defendants  
14 AmeriFirst Home Improvement Finance Co. and Occupants of the Premises (foreclosed  
15 defendants) on February 11, 2013;

16 3. That defendants HSBC Financial Corp., AmeriFirst Home Improvement Finance  
17 Co., and Occupants of the Premises (defaulted defendants) each failed to appear or make an  
18 answer in the case, and orders of default foreclosing their interests in the Property were entered;

19 4. That foreclosed and defaulted defendants failed to bring timely suit to foreclose  
20 their liens, and their liens were extinguished; and, therefore, that foreclosed and defaulted  
21 defendants and all persons claiming through or under the foreclosed and defaulted defendants as  
22 purchasers, encumbrances, or otherwise are foreclosed of all interest, lien, or claim in the Subject  
23 Property and foreclosed and defaulted defendants do not have any right of redemption in the  
24 Subject Property;

25 //

1           5.       That CMI's interest in the Subject Property under a deed of trust dated February  
2 16, 2007, in and to the Subject Property, which was recorded in the Clackamas County official  
3 records under recording number 2007-016631 on February 27, 2007, and assigned to CMI by  
4 way of an Assignment of Deed recorded in the Clackamas County official records under  
5 recording number 2012-015907 on March 19, 2002, is adjudged and decreed to be a valid and  
6 paramount lien, superior to any interest, lien, right, title or claim of the Bjorklunds or anyone  
7 claiming by, through, or under the Bjorklunds in the Subject Property;

8           6.       That, except as provided herein, any and all of the Bjorklunds' rights, interest and  
9 title in the Subject Property and any improvements thereon are hereby judicially foreclosed upon  
10 and immediately transferred to CMI;

11           7.       That CMI's interest in the Subject Property is declared to be superior to any  
12 interest, lien, right, title or claim of Bjorklunds' in the Subject Property;

13           8.       That the Bjorklunds shall be entitled to continued possession of the Subject  
14 Property for no more than 90 days from the entry of this Judgment, during which time they shall  
15 not allow the Subject Property to be leased, rented or occupied by another person, nor commit  
16 waste on the Subject Property, and maintain and preserve it, after which time they shall vacate  
17 the Subject Property and cooperate in transfer of its exclusive possession to CMI;

18           9.       That this Judgment shall act as a Judgment of eviction and restitution of the  
19 Subject Property to CMI in the event that the Bjorklunds do not vacate the property within 90  
20 days from the entry of this Judgment and, upon such failure of the Bjorklunds to so vacate the  
21 Subject Property by such date, the Sheriff of Clackamas County is ordered to serve an eviction  
22 trespass Notice at the Subject Property in the manner proscribed by law, without further  
23 proceedings required by this or any other Court;

24           10.      That the Court Administrator shall issue a Writ of Execution to the Sheriff of  
25 Clackamas County, who is ordered to sell the Subject Property and provide the proceeds of sale

1 to CMI in the manner proscribed by law and applied against the Mortgage loan that has a current  
2 payoff balance of \$343,783.24, good through July 15, 2013, and continues to accrue per diem  
3 interest at \$25.4778 per day from July 15, 2013, until paid; and

4 11. That CMI is relieved of providing any further notification to the Bjorklunds for  
5 any proceedings relating to the Foreclosure or Eviction (except redemption notices), including  
6 notices for Sheriff's sale, and any other notices otherwise required or arising from a judicial  
7 foreclosure or eviction under State or Federal Law.

8 **IT IS SO ORDERED:**

9 DATED this 20 day of Sept, 2013

10  
11   
12 CIRCUIT COURT JUDGE

13 **STIPULATIONS AND COVENANTS**

14 The undersigned hereby stipulate, covenant, warrant and agree to following terms for  
15 entry of this Judgment:

16 1. The Bjorklunds are the owners of the Subject Property, which contains their  
17 primary residence. The Bjorklunds are the sole occupants, and agree to remain the sole  
18 occupants of the Subject Property until possession is transferred to CMI or its designee.

19 2. On or about February 16, 2007, the Bjorklund obtained a mortgage loan secured  
20 by a Deed of Trust ("DOT") on the Subject Property. That DOT was subsequently transferred to  
21 CMI, who is the current beneficiary of the DOT and entitled to payment of the mortgage loan.  
22 The DOT is a residential deed of trust as that term is defined in ORS 86.705.

23 3. On or about May 7, 2010, the Bjorklunds and CMI executed a loan modification  
24 agreement.

1           4. Beginning in May 1, 2011, the Bjorklunds breached the terms of the loan, DOT  
2 and loan modification agreement by failing to make their monthly loan payments and are in  
3 default. As a result of their default, CMI is entitled to acceleration of the entire balance of  
4 principal and interest due and payable. Notice of default was given and CMI was preparing to  
5 foreclose on the Subject Property in 2011.

6           5. On or about July 11, 2012, CMI filed this action for deed of trust foreclosure  
7 against the Bjorklunds.

8           6. On or about January 25, 2013, the Bjorklunds filed a counterclaim against CMI  
9 under Oregon's Unlawful Trade Practices Act. CMI denies any liability to the Bjorklunds.

10          7. The Bjorklunds currently owe CMI the sum of \$343,783.24 as a payoff balance  
11 good through July 15, 2013, and continues to accrue per diem interest at \$25.4778 per day from  
12 July 15, 2013, until paid.

13          8. Recognizing the benefits to be gained by resolving their differences and avoiding  
14 the costs of litigation, CMI and the Bjorklunds have reached an agreement for the settlement of  
15 all claims and forgiveness of the Bjorklunds' debt under the mortgage loan in exchange for the  
16 Bjorklunds allowing immediate judicial foreclosure and sale, without waiving redemption rights,  
17 and transfer of all their rights, interest and title in the Subject Property and improvements thereto  
18 to CMI, with possession to be transferred to CMI no later than 90 days following entry of this  
19 Judgment.

20          9. Pursuant to the terms of the parties' agreement, the Bjorklunds agree:

- 21           a. That CMI is allowed to obtain a Stipulated Judgment of Foreclosure in all  
22           the Bjorklunds' right, title and interest in the Subject Property and any  
23           improvements thereto, without further Notice, including any sheriff's sale  
24           or other matters that arise from the judicial foreclosure;



- 1                   b. That the Bjorklunds shall be granted a limited right to possession of the  
2                   Subject Property for no more than 90 days from entry of this Judgment,  
3                   but are waiving any and all rights of Notice (except redemption notices),  
4                   or any other rights under Oregon law;
- 5                   c. That during their continued possession of the Subject Property, the  
6                   Bjorklunds shall not allow the Subject Property to be rented, leased,  
7                   encumbered, or otherwise occupied by anyone other than the Bjorklunds,  
8                   such that sole and exclusive possession of the Subject Property may be  
9                   transferred to CMI or its designee no more than 90 days from entry of this  
10                  Judgment;
- 11                  d. That if the Bjorklunds have not surrendered exclusive possession of the  
12                  Subject Property within 90 days from entry of this Judgment, this  
13                  Judgment shall on that date act as a Stipulated Judgment evicting the  
14                  Bjorklunds from possession of the Subject Property and granting CMI  
15                  restitution of the Subject Property;
- 16                  e. That during their possession, the Bjorklunds agree to preserve the Subject  
17                  Property from waste, maintain it properly, and to leave the residence and  
18                  Subject Property "broom clean" upon leaving it, for sole and exclusive  
19                  possession by CMI or its designee; and
- 20                  f. That the Bjorklunds will cooperate in performing any additional actions and  
21                  execute any additional documents necessary to effectuate the foreclosure,  
22                  sheriff's sale, and transfer of the Bjorklunds' ownership and possession in the  
23                  Subject Property to CMI or its assigns.

24                  10. Based on the terms of the parties' agreement herein, the Bjorklunds agree to  
25                  dismissal of their claim against CMI, with prejudice, and without costs to the Bjorklunds.

1 WE HEREBY STIPULATE TO THE FOREGOING TERMS, COVENANTS AND  
2 TO ENTRY OF JUDGMENT HEREIN:

3  
4 \_\_\_\_\_  
Leta E. Gorman, OSB # 984015  
5 Attorney for Plaintiff CitiMortgage, Inc.

Dated: \_\_\_\_\_

6  
7 \_\_\_\_\_  
Michael D. O'Brien, OSB # 951056  
8 Attorney for Defendants Edward and Theresa Bjorklund

Dated: \_\_\_\_\_

*7/31/13*  
*JEK*  
*(N)*  
*7-31-13*

9 Date: \_\_\_\_\_  
10 STATE OF \_\_\_\_\_ )  
11 County of \_\_\_\_\_ )

EDWARD P. BJORKLUND

) ss.

12 Personally appeared before me the above named EDWARD P. BJORKLUND, and  
13 acknowledged the foregoing to be her voluntary act and deed.

14 \_\_\_\_\_  
Notary Public  
15 My Commission Expires: \_\_\_\_\_

16  
17 Date: \_\_\_\_\_  
18 STATE OF \_\_\_\_\_ )  
19 County of \_\_\_\_\_ )

THERESA A. BJORKLUND

) ss.

20 Personally appeared before me the above named THERESA A. BJORKLUND, and  
21 acknowledged the foregoing to be her voluntary act and deed.

22 \_\_\_\_\_  
Notary Public  
23 My Commission Expires: \_\_\_\_\_

1 [Signature]

Dated: 7.31.13

2 Leta E. Gorman, OSB # 984015  
3 Attorney for Plaintiff CitiMortgage, Inc.

4 [Signature]

Dated: 7.31.13

5 Michael D. O'Brien, OSB # 951056  
6 Attorney for Defendants Edward and Theresa Bjorklund

7 Date: July 2, 2013

8 [Signature]  
9 EDWARD P. BJORKLUND

10 STATE OF Oregon )  
11 ) ss.  
12 County of Clackamas )

13 Personally appeared before me the above named EDWARD P. BJORKLUND, and  
14 acknowledged the foregoing to be her voluntary act and deed.



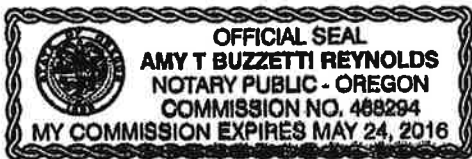
15 [Signature]  
16 Notary Public  
17 My Commission Expires: 5-24-2016

18 Date: July 2, 2013

19 [Signature]  
20 THERESA A. BJORKLUND

21 STATE OF Oregon )  
22 ) ss.  
23 County of Clackamas )

24 Personally appeared before me the above named THERESA A. BJORKLUND, and  
25 acknowledged the foregoing to be her voluntary act and deed.



26 [Signature]  
27 Notary Public  
28 My Commission Expires: 5-24-2016